The Office of this JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town*, 26*s.* *Country* 28*s.; with the* WEEKLY REPORTER, 52*s.* *Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth*, 2*s.* 6*d.; half law calf*, 5*s.*

* * *We must draw the attention of correspondents to the rule that all letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.*

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, AUGUST 29, 1874.

IT WAS NOT LIKELY that a case of the dimensions and sensational interest of *Jay* v. *The Gresham Life Assurance Company*, tried the other day at the Leeds Assizes before Baron Amphlett and a special jury, should be allowed to pass unnoticed by the daily press. The case was one of no particular interest to lawyers, for we cannot regard as of any weight the Nisi Prius observations made by the learned Baron on the ruling of the Queen's Bench in *Macdonald* v. *The Law Union Fire and Life Insurance Company* (22 W. R. 530, L. R. 9 Q. B. 328), which was the foundation of one of the defences of the company. The *Daily News*, however, has seized the opportunity furnished by the case, which resulted in a verdict for the plaintiff on all the issues, to administer a lesson to insurance companies avowedly drawn from the finding of the jury. "There can, we think," says our contemporary, "be little doubt as to the view they (the jury) took of the case. They considered that a contract once made should stand unquestioned." In other words, they disregarded the evidence laid before them, and the warranty undertaken by the plaintiff and found a verdict for the plaintiff, in order that other persons might be encouraged to insure. In a subsequent paragraph the writer indorses as substantially true the contention of the plaintiff's counsel that "if an assurance office likes to sift every one of the conditions on which a policy has been issued, and to analyse every answer and test every minute representation, the effect would soon be that there would be no life assurance at all," and winds up by enforcing on insurance companies the obvious moral that they would best consult their own interests by freeing their policies from all possibility of question. Now, however sound may be the advice thus tendered to insurance companies, we think the jury have very grave reason to complain of this mode of construing their verdict. What the *Daily News* says to the insurance companies is, in effect, nothing less than an admonition to make their policies indisputable in every case, because if they do not, they will find that juries will do it for them. We can see no justification for any such imputation on the honesty or capacity of the jury who tried the recent case. The issue was as to the habits of the deceased at the time the policy was effected, and the summing up of the learned judge showed that in his opinion the evidence of the defendants, on whom the *onus* lay, was not sufficiently strong to outweigh the oath of the plaintiff, who, if the deceased had been, as was alleged, a person of intemperate habits at the time the contract was made, must have been aware of it. The verdict was, it seems to us, the logical conclusion from those premises, and had nothing to do with any view as to the unlimited rights of policyholders, or any general considerations as to the possible effect which an adverse verdict might have on insurance companies. To say that the jury wished to convey by their verdict the impression that a contract expressly made subject to the performance of certain conditions should, when once made, secure the stipulated advantage, whether those conditions have been in fact fulfilled or not, is to impute to them either gross ignorance or gross neglect of their duty.

IN OUR COURTS OF COMMON LAW, even under the present system, forms of action have ceased to be of any importance. If a plaintiff has a real grievance he will have justice done to him, although, perhaps, he may have presented his grievance in an inartificial or an inappropriate form. But in the courts ecclesiastical form still goes for something, and a clergyman who has been guilty of, or who has sanctioned, illegal practices, may escape scot free if the "rules of the game" are not strictly observed. According to the decision of the Judicial Committee in *Lee* v. *Fagg and Mummery* (reported in this week's issue of the *Weekly Reporter*), no one can institute a civil suit in those courts unless not only he has an "interest" in the subject-matter, but such interest is set out in the monition. In the case in question a gentleman, who gave his address as No. 2, Broad Sanctuary, Westminster, obtained a monition against the incumbent and churchwardens of St. Peter's, Folkestone, calling upon them to remove certain figures, alleged to be illegal, from the church of St. Peter. The figures were not removed, and cause was appointed to be shown before the Commissary of Canterbury. It was objected that the applicant for the monition did not show any interest in the suit. The Commissary (Dr. Tristram) overruled the objection, but it has since been pronounced valid by the Dean of Arches and the Judicial Committee. The result is that the objectionable figures will remain in the church, and the applicant will have to pay the costs of the proceedings. The Court of Appeal were of opinion that they could not judicially notice the fact that he was the secretary and representative of the ordinary of the diocese, and as such had an "interest" sufficient to maintain the suit, and indeed, whether he had an interest or not mattered nothing. The monition did not show that he had any, and therefore, had he been an "aggrieved parishioner," he would still have failed, because he had not described himself as such in the monition.

The decision at which the Committee arrived is based upon technical considerations only, but it seems to be in accordance with general ecclesiastical practice. Any person may institute a criminal suit *ad publicam vindictam*, but a civil suit must be instituted by a party having an interest in it. What is an interest is an open question. For the present decision it was enough to hold that the plaintiff was not alleged to have any interest at all. His action, for aught that appeared on the face of the pleadings, was mere meddlesome interference: and what his real interest was, it was held unnecessary to inquire.

This result, although apparently in accordance with the authorities, is certainly most unsatisfactory. At the same time, the plaintiff has no one but himself to blame. He might either have alleged his interest in the monition, or if he felt any uncertainty as to whether his official position gave him a *locus standi*, he might have promoted the office of the Archbishop, and proceeded under the Church Discipline Act (3 & 4 Vict. c. 86) against the offender. The course he has adopted has given a victory to the churchwardens and incumbent upon grounds entirely apart from the merits of the case.

THE CORRESPONDENCE in the *Times* on the mode of conducting vacation business in the Court of Chancery has taken a turn which bids fair to give it more practical utility than at first it appeared likely to possess. The onslaught of a "City Solicitor" on the Long Vacation doubtless expressed the views of many members of the profession, but it was delivered at least a year too late. During the discussions in the Commons last year on the Judicature Bill, when the venerable institution of "the Long" was put upon its trial, very few voices were raised in support of Mr. Vernon Harcourt's motion in favour

of continuous sittings of the courts. Neither the public nor the profession manifested any strong desire for an alteration of the present arrangements, and the result was the passing of sections 27 & 28 of the Judicature Act, which by practically leaving the regulation of the vacations to the judges, and enacting that provision should be made by rules of court for the hearing in London or Middlesex during the vacation "of all such applications *as may require to be immediately or promptly heard*," in effect stereotyped the existing system. The proposed rules of court provide for the retention of the Long Vacation, and the appointment of two vacation judges for the hearing in London and Middlesex, during vacation, of all such applications as may require to be immediately or promptly heard, and the disposing of "business of an urgent nature," during any interval between the sittings of any division of the High Court. After the decision of the Legislature has been pronounced and the rules framed, it is rather late in the day to reopen the subject of the retention or abolition of the Long Vacation.

It is more to the purpose to consider whether, without unduly taxing the energies of the vacation judge or his officers, some further facilities for the transaction of business of a pressing nature might not be afforded. It was discovered last year that it was not essential to the health or comfort of the learned person whom a perverse fate has condemned to the position of vacation judge that counsel and solicitors should be dragged down to his sylvan retreat. Would it not be possible, when the state of business requires it, that he should hold two sittings a week in London? And could not some more convenient locality be chosen for his sittings than the chambers in Chancery-lane, where, according to "J. L.," fifty-eight persons were, on Wednesday last, caged in a room about the size of a cupboard, and subjected to an atmosphere laden with the smell of paint? We are aware of the necessity of imposing rather stringent limits on the business to be brought before the vacation judge, but shutting up solicitors in a cupboard and subjecting them to the risk of painters' colic, seems an unduly severe mode of discouraging applications.

More important than this, however, is the matter to which a "London Solicitor" has drawn attention—the inadequate time allowed for the transaction of business in the chambers of the vacation judge, especially at the commencement of the vacation. "Yesterday's list," he says, "contained ninety-two applications, nearly all of them opposed, consequently with two sides to be heard;" and he very pertinently asks whether it is possible to hear and determine ninety-two cases satisfactorily in the two hours, from eleven to one o'clock, for which the chambers are open. Mr. Church, the chief clerk to the vacation judge, in reply, admits that the pressure of business is very great, and that to confine his attendance to the two hours per day would, undoubtedly, be to leave an arrear; and he adds that he has had to work from six to eight hours per day four days a week. Under this state of circumstances is it not clear that the business would be more satisfactorily done if the hours appointed were made to correspond to the time actually needed?

We print in another column an extract from a local paper relating an incident which is, perhaps, not an unnatural result of the rapid growth of that vigorous weed, contempt of court, which has lately taken such strong root in the field of legal administration. The size and shape this weed has assumed when growing in the strong soil of a superior court, has often caused surprise and alarm; but the grotesque form it takes when the seed falls upon the thinner soil of a county court or a bench of magistrates far surpasses any possible imagination. It seems that the judge of the Denbighshire County Court, having been summoned before the magistrates for an assault upon a carman, of which he was subsequently convicted, interposed before the bench was even constituted, and, apparently having in his mind 9 & 10 Vict. c. 95, s. 113, addressed the complainant in these extraordinary terms—"I sentence you to seven days' imprisonment in the gaol at Mold. You interrupted me when I was coming to this court, and by Act of Parliament I have the power to send you to gaol without any evidence or any inquiry whatever." And when the Clerk to the justices interposed with the remark that the proceedings were irregular, as the Chairman of the magistrates had not yet arrived, his Honour threatened that functionary with a similar punishment if he "opened his mouth" on the matter again. This singular scene can only be accounted for by supposing that the learned judge thought he carried the county court about with him upon his back.

THE POSITION OF ENGLISH SHAREHOLDERS IN A FOREIGN COMPANY.

The recent case of *Copin* v. *Adamson* (22 W. R. 658), turns on the question, which, from the extension of commerce, is of daily increasing importance, how far is the English partner or shareholder in a foreign company or partnership bound by the law of the country where its seat is fixed, so far as that law affects questions of procedure in matters relating to the partnership or company? In *Schibsby* v. *Westenholz* (19 W. R. 587, L. R. 6 Q. B. 155) it was laid down that a judgment in a foreign court, obtained in default of appearance, would bind and be enforceable here against a defendant who was at the time of the judgment a subject of a foreign state, or who, when the suit commenced, was resident in the foreign country, and owing to its government a temporary allegiance; and the court inclined to think that the same consequence would follow if, when the obligation was contracted, the defendant was within the foreign country, though not there when the suit commenced. These statements of law were considered statements, and the consideration of them was necessary to the decision; but the statements cannot themselves be said to have been necessary to the decision, because the decision was that nothing had occurred in that case which would make the foreign judgment binding on the defendant. Still, they are statements entitled to great weight. The proposition which most immediately touches the present case is the third, with respect to which we have only "an *inclination* of opinion," and that proposition cannot, we think, be possibly accepted in the broad terms in which it is expressed, for it would then follow that if an Englishman abroad were to enter into a contract to be wholly performed on both sides in England, to which country both parties were then on their way for the purpose of carrying out the contract, he would be subject to the law of procedure of the country where the contract was made, in every respect except so far as concerned the power of the foreign court to issue execution beyond its territorial limits. But it is obvious that a much narrower proposition than this would suffice to bind the partner or shareholder in a foreign firm or company by the law of procedure prevailing in the place where its seat was fixed, so far as relates to matters incident to its business, whether as regards rights and obligations existing between the firm or company and strangers, or as regards the rights and obligations of the members *inter se*. And even here a distinction might be taken between partnerships which, like companies, have a *quasi* public character, and partnerships to which the law attributed no such public character. The present action required the application of only the narrowest form of this proposition. The plaintiff, as assignee in bankruptcy of a French company, had sued in France the defendant, who was a shareholder in the company, for calls on the defendant's shares; and having obtained judgment by default, he now sued upon that judgment. To a plea setting out that the defendant was neither a native of, nor resident or domiciled in France, and that he had not appeared, the plaintiff replied by two replications. The one stated that the company was domiciled in Paris within the jurisdiction

of the French court; that by the law of France the defendant, being a foreigner, was bound to elect a domicile in France, and that in default of his doing so the administrators of the company were by the law of France at liberty to serve him with notice of process at the office of the imperial procurator at the tribunal of the place where the company carried on business, and that the defendant having failed to elect a domicile process was so served. The other stated that by the articles of association of the company all disputes between the company and its shareholders were to be submitted to the tribunal in question, that every shareholder who should "provoke a contest" of this nature should elect a domicile at Paris, in default of which a domicile was to be elected for him at the office of the imperial procurator, and that all process should be effectually served at the domicile formally or impliedly chosen; that calls were made by the plaintiff, as assignee in bankruptcy of the company, on the defendant's shares; that defendant made default in payment and so "provoked a contest," but did not formally elect a domicile, whereupon a summons was served on the imperial procurator, &c.

One point on the last-mentioned replication is involved in some obscurity. It does not clearly appear whether notice of the call was ever served on the defendant, or whether such service of notice is necessary before the shareholder can be said "*provoquer une contestation;*" but, however this may be, the evidence of French lawyers was given to the effect that under the circumstances the state of facts described by that phrase had arisen, and, in the absence of any contrary evidence, the court was of course bound to give effect to it. That foreign law is matter of fact and not matter of law has, as was said by Cockburn, C.J., in *Bradlaugh* v. *Du Rin* (18 W. R. 931, L. R. 5 C. P. 473), "long been recognised and acted upon." But we doubt whether it has ever been before suggested that it was matter of fact in the sense that the jury were to determine whether they should adopt the only version of the law that was offered them, or put on it a construction of their own. As Kelly, C.B., said, "the only question for the jury was, whether they believed" the experts who were called to give evidence, which of course, in the absence of any contrary evidence, or circumstances showing the witnesses to be incredible, they were bound to do. What is to be done in the case of conflicting evidence being produced, is a question of nearly equal difficulty whether the matter is treated as one for the court or for the jury; for in strictness neither court nor jury is entitled to determine the matter out of their own resources, which would be in effect to discard the *evidence* altogether; and the only solution is to balance the credibility of the witnesses by considerations of their eminence, their manner of giving evidence, and any circumstances indicating a bias in their minds. In such a case of difficulty indeed, the only reasonable resource is to take advantage of 24 & 25 Vict. c. 11, and state a case for the opinion of a foreign court. We must observe, however, that the cases to which Amphlett, B., referred for the purpose of showing that the question is one for the judge rather than for the jury (*Duchess Di Sora* v. *Phillips*, 10 H. L. C. 624, and *United States* v. *M'Rae*, 15 W. R. 1128, L. R. 4 Eq. 327), are obviously inapplicable, because they were cases in Chancery, where the judge of law and fact is the same; and, indeed, the latter of them did not, in any degree, raise the point of how, or by whom, the foreign law was to be construed, and, if it proved anything, would prove that foreign experts were not to be consulted at all.

Assuming, however, that everything had been done to make the stipulation in the articles of association applicable, the question which arose on the replication, based on that stipulation, was really unarguable. In principle *Vallée* v. *Dumergue* (4 Ex. 290) was indistinguishable, the only difference being that there the defendant had elected a domicile; here he had agreed that someone else should elect one for him; and on this replication the whole court agreed in giving judgment for the plaintiff.

But on the replication which was founded merely on the provision of the French law, there was a difference of opinion, Kelly, C.B., holding that the replication was good, but Amphlett and Pigott, BB., holding the contrary. It must, we think, be admitted that *Vallée* v. *Dumergue* (4 Ex. 290) is not an authority for this replication, because the defendant there had, by agreement, domiciled himself for the purpose in question in the country of the foreign tribunal, and had thus, in effect, agreed that the foreign law should be applicable. But the distinction drawn by Amphlett, B., between the present case, as it stood on the replication in question, and the cases of *Bank of Australasia* v. *Harding* (9 C. B. 661) and *Bank of Australasia* v. *Nias* (16 Q. B. 717) cannot, we think, be sustained. That distinction is that the colonial statute under which the defendant was there held to be bound by the colonial judgment was a special Act relating to the company, and not a general law. It is true that it was so; but in *Bank of Australasia* v. *Harding* it is expressly said that it made no matter whether the defendant became a shareholder before or after the passing of the Act (and in the former case there could have been no agreement on his part), and further, the language used by the learned judges does not recognise any such distinction. Cresswell, J., says of the defendant "he was therefore voluntarily carrying on business in the colony as a partner in the concern, and was accordingly liable to be affected by the law of the colony. It must therefore be taken that he knew *the laws of the colony. One of those laws* is, that claims are to be enforced by action against the copartnership in the name of the chairman; and therefore the defendant as partner gave his assent to the chairman representing him in any action. I think, therefore, it is impossible for him to say that the action of the chairman did not bind him." And Talfourd, J., says "he was a member of the company, and was contented to have his rights and liabilities regulated by the law of the colony; and, therefore, the allegation in the plea shows no want of natural justice, even if the defendant did not know of the particular law of the colony." But if the language used does not admit of the *ratio decidendi* being limited in the way suggested by Amphlett, B., is the present case within the principle of that decision? It seems to be admitted by Amphlett, B., that it would be, unless the decision were so limited. In *Bank of Australasia* v. *Harding* (9 C. B. 661) the defendant was a shareholder in a colonial bank, and by a colonial Act the bank was to be sued in the name of its chairman, and any creditor who had so recovered judgment might have execution against the shareholders. The plaintiff had recovered judgment against the chairman; he could not, of course, have execution against the shareholders in England, but it was held that he was entitled to sue the defendant here on the judgment so obtained, and that it was no answer in the defendant to say that he was not a party to, and did not appear in, the colonial action. And this ruling was followed in *Bank of Australasia* v. *Nias* (16 Q.B. 717), Lord Campbell saying "the question is whether the defendant, being a shareholder in this company, was not virtually present in the colony"), and it was further held that the defendant could raise no defence which might have been raised by the chairman in that action. In principle there seems no distinction. If in those cases the defendant was held bound, as shareholder in a colonial company, by a colonial law which made an action against a third person conclusive against him, there seems no reason why the defendant should not under similar circumstances be bound by a law which governed the procedure against him in the capacity of shareholder. In each case the law is really one governing the procedure.

The case of membership in a company is obviously very different from the case of a person merely entering into an ordinary contract. In making a contract a man

does not (as Blackburn, J., puts it in *Schibsby* v. *Westenholz*) "take the benefit" of the laws of the country where it is made, in any other sense than that, by the rule *locus regit actum*, the contract is to be interpreted according to those laws. But in becoming a member of a foreign company, he does in a very peculiar way take the benefit of the laws of that country, he enjoys the advantage of carrying on business in that country by means of his partners and agents resident there, and who are in possession of a legal *status* created by those laws, and he may (as Lord Campbell put it in *Bank of Australasia* v. *Nias*) be very fairly said to be virtually resident there for the purposes of the company.

The recent case will no doubt go to error; where we shall obtain a more authoritative decision. In the meantime we are disposed to adhere to the view expressed by the Lord Chief Baron.

EXTENT OF RIGHT TO LIGHT ACQUIRED BY THE DISPOSITION OF THE OWNER OF TWO TENEMENTS.

The rule is well known that where the same person owns a house having the enjoyment of certain lights, and also land adjoining, and sells the house to another person, "although the lights be new, he cannot, nor can any one who claims under him, build upon the adjoining land, so as to obstruct or interrupt the enjoyment of those lights." (*Swansborough* v. *Coventry*, 9 Bing. 305). The principle upon which this rule was based in the case where it seems to have been first laid down (*Palmer* v. *Fletcher*, 1 Lev. 122) was that no man shall derogate from his own grant. Both at law and in equity it seems, however, always to have been assumed that the extent of the light thus impliedly granted was the same as that of the ordinary right to light against a third person, as to which, to use the words of Mellish, L.J., the courts "had, long before the Prescription Act, held that it did not entitle the owner to every ray of light that might happen to come through the windows, and that he could not maintain his action for the obstruction of light unless he could make out that the comfort of his house was diminished by the deprivation of light, or that he was prevented, if he was the owner of business premises, from carrying on his business in the same manner as he was accustomed to carry it on before."

In the recent case of *Leech* v. *Schweder* (22 W. R. 633, L. R. 9 Ch. 463) an ingenious attempt was made to introduce a distinction between the rules of law and of equity on this subject. The plaintiffs were the sub-lessees of business premises held under a lease from the Skinners' Company. The defendant, under a subsequent agreement for a lease from that company of an adjoining plot, had, as the plaintiffs alleged, obstructed the light coming to the windows of their premises, and they filed a bill to restrain him from interfering with their lights. The Master of the Rolls thought that the lease from the Skinners' Company, containing the general words "together with all . . . *lights*, easements, advantages, and appurtenances whatsoever, thereto belonging or in anywise appertaining" constituted a grant of "all the lights of the house" as they existed at the time of the lease from the Skinners' Company, and that since the ordinary covenant for quiet enjoyment provided that whatever had been granted should be enjoyed without any molestation or disturbance, the defendant, who had notice of the tenancy of the plaintiffs, took his plot of land with notice of a restrictive obligation attached to it; and that upon the principle of *Tulk* v. *Moxhay* (2 Phil. 774) a court of equity would interfere to prevent any violation of such obligation. The learned judge, therefore, thought it was not incumbent upon him to ascertain whether there existed that material interference with the plaintiffs' light which in the ordinary case of adjoining owners is necessary to enable an action to be maintained at law, or an injunction to be obtained in equity in case of obstruction of lights. If any interference whatever were proved, it constituted a breach of the covenant, and an injunction ought to be granted to restrain it.

While the Master of the Rolls was at great pains to explain and illustrate the doctrine of the court with reference to restraining breaches of covenants in deeds of grant "in aid of the enjoyment and possession granted," he seems to have rather taken for granted that this doctrine was applicable to the case before him. He does not seem to have discussed at length the preliminary question as to whether, under the circumstances of the case, the lease conferred any special right to light. On appeal, the Lords Justices were clearly of opinion that there is no difference in the extent of the implied right to light acquired by the disposition of the owner of two tenements and that acquired by twenty years user. Was there then, they enquired, any express grant in the deed of a greater right than this ordinary easement? They held that there was not; that the use of the word "lights" among the general words in the lease "meant nothing but the ordinary right to light, namely, that well-known easement which has been known and has existed in the law from time immemorial," and that the covenant for quiet enjoyment, in its ordinary shape, could not in any way enlarge the rights granted in the previous part of the deed. It is, as James, L.J., put it, nothing more than a covenant that the grantor shall have that which has been purported to be granted to him.

The effect of the decision is that the question of infringement of right to light, is to be tried on exactly the same principles, whether such right may have been acquired, by prescription or by the disposition of the owner of two tenements, and whether the question arises at law or in equity.

RECENT DECISIONS.

COMMON LAW.

NEGLECT OF STATUTORY DUTY.

Gorris v. *Scott*, Ex. 22 W. R. 575, L. R. 9 Ex. 125.

The short point in this case was, that although, according to *Couch* v. *Steel* (2 W. R. 170, 3 E. & B. 402), an action lies against one who neglects a statutory duty at the suit of a person injured by the neglect, yet that general proposition must be limited to the case where the mischief which the plaintiff has suffered is the kind of mischief which the statute was intended to prevent. The plaintiff, therefore, whose sheep had been washed overboard, was held not entitled to maintain an action against the shipowner, on the ground that if certain precautions had been observed which were enjoined by the Privy Council under the Contagious Diseases (Animals) Act, 1869, solely with the view of preventing the spread of disease, the loss would not have occurred. The point is new (for the case of *Blamires* v. *Lancashire and Yorkshire Railway Company*, L. R. 8 Ex. 283, referred to by Pollock, B., has really nothing to do with it), but the decision is reasonable and logical, for the action in such cases is based on the frustration of the intended purpose by the illegal neglect; or, in other words, the plaintiff complains of his not having *that* benefit which the statute intended to confer on him.

It appears that in the financial year 1873-74 the salaries, rent, repairs, and incidental expenses of the Land Registry amounted to £6,634. The receipts were only £584, leaving £6,050 excess of expenditure over receipts.

A Manchester journal says that a meeting of the legal members of the Preston Town Council has just been held in reference to the appointment of a Recorder. It was unanimously resolved that Mr. John Addison, barrister, of Manchester, a relative of the late Recorder, should be recommended to the Council for appointment. The salary is the nominal one of ten guineas.

NOTES.

A report of the proceedings of the Mixed Commission on British and American Claims, established under the 12th Article of the Treaty of Washington, has been issued by the Foreign Office. It appears that 478 British and 19 American claims were presented to the Commission. Of the 478 British claims presented, 181 were allowed, eight were withdrawn, one was dismissed without prejudice to a new memorial being filed, 28 were dismissed for want of jurisdiction, and 260 were disallowed. All the American claims presented were disallowed. Of the unfavourable awards in British cases, 272 were signed by the three Commissioners, and 17 were signed by Commissioners Corti (the Italian Minister at Washington), and Frazer (the United States Commissioner) only. Of the unfavourable awards in American cases, 15 were signed by the three Commissioners, and four by Commissioners Corti and Gurney only. Of the favourable awards in British cases, 85 were signed by the three Commissioners, 94 by Commissioners Corti and Gurney only, and two by Commissioners Corti and Frazer only. It must be remembered (the report says) that in the cases where favourable awards were made, and in which the United States Commissioner dissented, the British Commissioner, although he might have been of the opinion that the award was insufficient, was nevertheless obliged to sign the same, so as to obtain an award at all for the claimant.

It is stated to be well established as a general rule in the law of trade-marks in the United States that the name of a town or city cannot be appropriated as a trade-mark. In the recent case of the *Glendon Iron Company* v. *Uhler* (10 A. L. J. 110), the question arose whether this rule applied where the trade-mark was adopted prior to the incorporation of the borough, and before there was any town in the place, the name of which was adopted. The Supreme Court of Pennsylvania held that it did. "The appellees," they say, "put upon their pigs of iron the initials of their firm and the name of their town. That name was Glendon to the whole world. It cannot be that the previous appropriation by the appellants of the word which now is the name of the town, prevents any other manufacturer of pig-iron, within its limits, from using the same word. If it be so now, it may continue through all coming time. The boundaries of the town may be enlarged; the borough may grow into a city; the manufactories of pig-iron may be multiplied, yet the word most expressive to indicate their locations must be denied to all save one. So far as the authorities go to restrain a manufacturer from the adoption of a truthful trade-mark, we will endeavour to enforce them. When asked to go further we must decline. If the effect of the incorporation of the appellants' district of country into a town by the name of 'Glendon' has been to deprive them of some of their former rights, they must submit to the consequences. As well might they complain of the increased taxation which the municipal corporation has probably imposed upon their property. By the creation of this new municipality they assumed new relative rights. They relinquished some which they previously possessed. The rights thereby given to the public became common to all citizens dwelling therein." Reference may be made as to the English law on the subject, to *McAndrew* v. *Basset* (12 W. R. 777) where the Lord Chancellor said, "It was also pressed that Anatolia was a mere common geographical name, and that an exclusive property could not be claimed in it; but this was only a repetition of the old fallacy which had been often refuted; an exclusive property no doubt could not be claimed in the word, but in the application of the word to a stick of liquorice as a designating mark, a property might be claimed if the plaintiff had rightly applied it, and the goods had become known as his under that mark."

There are complaints of prolixity of pleadings in the United States Courts. Mr. Justice Mullin, in his opinion in *Van Alstyne* v. *Crane*, says the *Albany Law Journal*, makes the following emphatic criticism upon the prevalent method of pleading. "There is," he says, "a continually increasing tendency to prolixity in pleadings, and when to this mischief is added that of setting up in answers matter wholly unnecessary, thereby increasing largely the costs to suitors, and the labours of the court, it is time the practice was stopped, and counsel required to conform to the rules of pleading, which would render impossible these abuses."

COURTS.

COUNTY COURTS.

BLACKBURN.

(Before W. A. HULTON, Esq., Judge.)

Jnly 27; Aug. 17.—*Ex parte Harding and Another Trustees. Re Michael M'Manus, in liquidation.*

Bill of sale—Stock in trade included in inventory, but not referred to in deed—Intention of parties.

This was an application on behalf of Edwin Banks Harding and William Hutchinson, the trustees of the property of Michael M'Manus, in liquidation, for an order that it might be decreed and declared that the stock in trade, engines, and machinery in the course of being made, loose tools, articles, materials, and stores at the time of the filing of the petition for liquidation by arrangement or composition with creditors by the said Michael M'Manus upon the premises of the said Michael M'Manus in Blackburn, or that such of the said stock in trade, engines, and machinery in the course of being made, loose tools, articles, materials, and stores as had been made, purchased, or acquired since the execution of a certain indenture of mortgage, dated 1st August, 1873, and made between the said Michael M'Manus and one George Louis Frost of the one part, and William Jardine (the respondent) of the other part, were the property of the said Edwin Banks Harding and William Hutchinson as such trustees, and that the respondent and his agents might be ordered to withdraw from and deliver up possession of the same to the trustees, and might be ordered to pay damages for illegally and wrongfully taking and retaining possession thereof.

Smyly appeared in support of the application.

Ambrose, Q.C., and *Gouldthorpe*, for William Jardine, the respondent.

The facts of the case are fully set out in the judgment.

His HONOUR said this was a motion on the part of the trustees of the debtor's estate to obtain a declaration by the court that the stock in trade, engines, and machinery in the course of being made, loose tools, articles, materials, and stores at the time of the filing of the petition for liquidation upon the premises of the debtor in Blackburn, or such of the said articles as had been made or acquired since the execution of a certain indenture of the 1st day of August, 1873, were the property of the said trustees.

The point submitted to my consideration at the hearing was whether certain stock in trade, consisting of bolts, brass work, wrought and cast iron work, brass and other work, both finished and in preparation, cast and wrought iron, steel, timber, and stores and other effects, not being of the nature of working plant, which were on a foundry and premises called the St. Paul's Foundry, in Blackburn, at the date of the deed of August, 1873, passed to Mr. Jardine, the mortgagee under that deed. It was not denied by the trustees that the security covered the foundry and premises, the machinery affixed thereto, and also such part of the tools and machinery there as constituted the working or producing plant. The question was whether, in addition to these subject matters, the security included the stock in trade and other articles there, not being working plant. The answer to this question depends on the construction to be put upon that deed, and on an inventory attached to it.

It appeared that in 1873 the debtor, Michael M'Manus, and one George Louis Frost, his then partner, but who has since died, were the owners, subject to a mortgage thereon, of the St. Paul's Foundry, and of certain machinery and working plant thereon, and also of certain stock in trade, consisting of the articles before mentioned, then also being on the said foundry and premises. And, for the purposes of this motion, it was admitted that they had borrowed and received from the said William Jardine £4,000, and, to secure its repayment, with interest, had executed the deed and inventory in question. It was also admitted that the deed and inventory had been duly registered. By the deed the said debtor and the said George Louis Frost granted and assigned to the said William Jardine the said foundry called St. Paul's Foundry, and certain erections thereon, and all other the erections and buildings erected, or during the continuance of the secu-

rity to be erected, thereon. And also all those the steam engines, boilers, mill gearing, steam, gas, and other piping, and other articles therein particularly specified, and all other fixtures, machinery, implements, utensils, tools, and all other the working plant being in, upon, and attached or fixed immediately, or mediately to, or used in or about the said foundry and buildings, or any part thereof, and more particularly enumerated and specified in an inventory of even date therewith, to be signed by the parties thereto, and read and construed as forming part of those presents. To hold the same hereditaments, foundry, and all such parts of the steam engines, boilers, mill gearing, shafting, steam, gas, and water piping, and hereditaments, and premises as were of the nature of fixtures, unto the said W. Jardine, his heirs and assigns for ever, subject to a certain mortgage thereon, and also subject to a certain proviso for redemption therein contained. And to hold all and such part of the said premises thereinbefore expressed to be thereby assigned and comprised in the said inventory, as were not of the nature of fixtures, unto the said William Jardine, his executors, administrators, and assigns, subject to the proviso for redemption therein contained, on payment by the debtor and George Louis Frost unto the said William Jardine of £4,000 and interest on the 1st day of February then next. And powers are given to the said William Jardine, in default of payment, to sell the said hereditaments as therein mentioned. And the debtor and George Louis Frost did thereby attorn and become tenants to the said William Jardine, as therein mentioned.

By the same deed the said debtor and the said George Louis Frost covenanted that they would not pull down or remove the hereditaments and premises expressed to be granted and assigned respectively, without the permission in writing of the said William Jardine, unless in cases where such pulling down or removal should be rendered necessary by any of the premises being worn out or injured, and in such case should replace the premises or articles worn out or injured by others of at least equal value, and that they would keep the said hereditaments and premises thereinbefore granted and assigned, and every part thereof, in a good state of repair and in perfect working order, and insured against fire in the sum of £6,000. And it was agreed that any buildings, machinery, implements, utensils, and working plant, which should be erected, or placed upon, or used, or be in or about the said hereditaments thereinbefore expressed to be thereby granted, or any part thereof, during the continuance of that security, either in lieu of or in addition to any buildings, engines, machinery, implements, utensils, or working plant then standing or being there should be included in that security, and be subject to the provisions and covenants therein contained.

The heading of the inventory attached to the said deed is in these words:—"Description, measurement, and inventory for valuation of the St. Paul's Foundry, workshop, and premises situate in Nab-lane, Blackburn, in the county of Lancaster, also of the steam boiler, steam shafting, piping, tools, working plant, machinery, and all attached fixtures and fittings, smith's hearths, office furniture, and other effects, the property of Michael M'Manus and George Louis Frost, as valued by us, whose names are hereunto subscribed the 26th day of July, 1837." It contains an enumeration, not only of the working plant on the mortgaged premises, but also a list of various articles, effects and things, fixtures and buildings, which cannot possibly be looked upon as working plant, or within the proper office of the inventory as mentioned in the deed. There is also in it the following sentence, on which the question between the parties depends to a great degree:—"The stock in trade consists of bolts, brass work, wrought and cast iron work, brass and other work, both finished and in preparation. Also all cast and wrought iron, steel, timber, and all other stock in trade in and upon the before-mentioned foundry, workshop, and premises."

And the inventory concludes as follows:—"The contents of the twenty preceding sheets are a complete and exact inventory of the fixtures, machinery, utensils, and things in and upon the St. Paul's Foundry, Blackburn, mortgaged by us this day to Mr. William Jardine, of Blackburn, draper, for securing the sum of £4,000 and interest, dated the 1st day of August, 1873." And this is signed by the debtor and George Louis Frost.

Now the leading canon of construction, whether the instrument to be construed is a will or a deed, is to interpret it by the expressed intention of the parties. And the question in this case is whether the parties have shown, by the language they have used, that they intended to include the stock in trade in the security; or whether, so far as the chattels not being fixtures are concerned, they intended to confine the security to such articles as might properly come within the designation of working plant. Had the answer to these questions depended solely upon the intention as expressed in the deed, there would, I think, have been no difficulty in arriving at a conclusion. In my opinion there is in the deed a clear indication of intention that the security should only include the land, the buildings, the machinery, and working plant.

I am unable to discover in the deed any words which refer to, or describe, stock in trade as the subject of the security; while, on the other hand, the reference to the working plant alone is clear and distinct. The enumeration of articles in the conveying part of the deed is closed by the words, "and all other the working plant, being in or upon, and attached and fixed immediately or mediately to or *used* in or about the said plot of land and buildings, or any part thereof." In another part of the deed it is provided that the mortgagors should not remove the premises assigned without permission, unless where such removal should be rendered necessary by such premises being worn out or injured; and then that they would replace the premises removed by others of equal value. And it was also agreed that the mortgagors would keep the premises assigned in good repair and in perfect working order. These words do not, in my opinion, leave a doubt as to the subject to which they were intended to apply.

In addition to this the words of the substitutionary clause afford to my mind clear and distinct evidence that the security was not intended to include the stock in trade. The security was to be a continuing one; the stock in trade would of necessity vary almost from day to day, and if the parties had intended to include it in the security, this is the clause in which that intention would have been manifested. Its language, however, is carefully confined to the working plant. But the inventory, which is to be read and construed as part of the deed, must be carefully considered. At the hearing the arguments turned chiefly on its terms.

On the part of the mortgagee, the sentence relating to the stock in trade was relied upon as showing an intention that the articles therein enumerated should form part of the security.

On the other hand, it was argued that the inventory was merely explanatory, and could not be allowed to extend the operation of the deed. Unquestionably it would require very clear evidence of intention to that effect to enable me to say that a distinct subject matter could be added to the security, by means of the inventory, when the deed is silent on the point. If indeed the inventory had contained unequivocal evidence that the stock in trade was intended to form part of the security, I am by no means prepared to say that I should not have felt bound to give effect to such intention, although by doing so the operation of the deed would have been extended. But I can find no indication of such an intention in the inventory, and perhaps it is not difficult to say that a document drawn up for a different purpose has been adopted as the inventory without due consideration that it contained a list of articles beyond those pointed out by the deed. When the mortgagors sign it, they do not affect to say that it is made in consequence of, or in accordance with, the requirements of the deed. They simply designate it as an inventory of the fixtures, machinery, utensils, and things in and on the mortgaged premises. And I can discover no words in the inventory which indicate an intention that the articles therein enumerated should form part of the security.

I consider, therefore, as the deed contains such clear evidence of intention that the security should not be extended to the stock in trade, that it is impossible to say from the language of the inventory that the parties intended that a new subject, and one that appears to me to have been carefully excluded from the deed, should form part of the security. I must, therefore, hold that

the security does not include the stock in trade as defined in the inventory.

And I declare that the stock in trade, the engines, and machinery in the course of being made, the articles, materials, and stores, not being of the nature of working plant, which were on the premises of the debtor at Nabiane at the filing of the petition for liquidation by the debtor, belonged to, and were the property of, the trustees.

In accordance with the arrangements between the parties, it must be referred to the registrar to ascertain and take an account of the stock in trade, engines, and machinery in the course of being made, articles, materials, and stores, not being working plant, which were on the said foundry and premises at the time of the liquidation, and also to assess such damages as in his opinion have been sustained by the trustees by reason of the said W. Jardine taking and retaining possession of such stock in trade, engines and machinery in the course of being made, articles, materials, and stores, not being working plant aforesaid, the property of the trustees as hereinbefore mentioned, or any part thereof. And to report to this court on the matters aforesaid.

Solicitors for the trustees, *Sale, Shipman, & Co.*
Solicitors for the respondent, *Boote & Edgar.*

THE RAILWAY COMMISSION.

The Carmarthen and Cardigan Railway Company v. *The Central Wales and Carmarthen Junction Railway Company.*

Running powers—Remuneration for exercise of—How to be assessed.

In assessing the payment to be made by a railway company for the exercise of running powers over a portion of the line of another railway company, regard is to be had to the amount of the fund from which the payment is to be made, and, in the absence of exceptional circumstances, it is a fair test to take the nett receipts of the running company and to divide them by the mileage, and then to commute such mileage by allowing to the owning company more than its actual proportion, considering the distance of their line run over by the other company, and the amount of traffic conveyed over it by such other company, in comparison with the remainder of their traffic.

This was a reference to the Railway Commission under section 9 of the Regulation of Railways Act, 1873, for the purpose of ascertaining what was due to the Carmarthen Company from the Central Wales Company in respect of the exercise by them of running powers over a portion of the line owned and worked by the former company, and for fixing the charges to be made for the exercise of such powers in the future.

It appeared from the evidence that in 1864 the defendants obtained running powers over a portion of the applicants' line, extending from Abergwilty Junction (the junction of the defendants' line with that of the applicants) to their station at Carmarthen, a distance of one mile and ten chains. The running powers were granted by an Act of Parliament, which provided that the charges which were to be made in respect of their exercise should be settled by agreement, or, in default of agreement, by arbitration, the defendants, in the latter case, if dissatisfied with the award, having the option of giving notice to the applicants, within three months, of their intention to abandon such powers, and of thereupon constructing an independent line into Carmarthen. The applicants' line was broad guage, while that of the defendants was narrow guage, hence it was further provided by the Act that the applicants should be at liberty to lay down the extra line of rails, necessary to enable the defendant company to use their line, at their own expense, but that on their neglecting so to do it should be lawful for the defendants, after giving due notice to the applicants, to lay the rails themselves. In the event this was done by the defendants, who also spent considerable sums in enlarging the station at Carmarthen for their own accommodation, for which outlay they made counter claims against the applicants amounting to £6,336 for work done, together with fifteen per cent. in respect of profit. At a subsequent period the defendants erected a goods shed and engine-house of their own at Carmarthen, and thenceforth ceased to use those of the applicants.

The evidence as to the value of the station accommodation at Carmarthen afforded to the defendants, and as to the amount of the remuneration to be paid to the applicants for the use of their line, was conflicting, several railway engineers and managers being called as witnesses in support of the contention of each company on these subjects. Mr. Grant, the goods manager of the Great Western Railway, proposed a scale of rates in which he made a distinction between the charges to be made in respect of short and long distance traffic, and Mr. Broughton, general manager of the Mid Wales and Neath and Brecon Railway, as a witness for the defendants, suggested that the defendant company should be considered as joint owners with the applicants of the line between Carmarthen and Abergwilty Junction, and such part of the station at Carmarthen as they jointly used, and should pay five per cent. per annum on half the original cost of such joint property, together with half the cost of maintaining the line and a proportion of the maintenance of the station; this he calculated would bring the applicants about £840 per annum, subject to a deduction of five per cent. on the outlay of the defendant company on the line and station, a sum which the defendants' witnesses agreed could not fairly be exceeded, while those of the applicants placed the fair remuneration at a much higher figure.

Phear and *Shiress Will*, appeared for the complainants.

Littler, Q.C., and *Dryden*, for the defendants.

Phear, in opening the case, detailed the history of the running powers obtained by the defendants over the applicants' line, and contended that by the Act of 1854, which incorporated the applicants' company, they had the benefit of a short-distance clause which enabled them to charge for any distance under four miles as if it were four miles, and claimed to be entitled to charge the defendant company in respect of their user the full charges authorised by the applicant company's Act, and to make use of the short-distance clause above mentioned in respect of the part of their line run over by the defendant company, and, as to the station, claimed to charge half the cost of the servants used by both companies, and a rent equal to half the interest on the estimated cost of the station.

As to the counter claims made by the defendants, he argued that the defendants had no right to charge either for laying the extra rail which, upon the refusal of the applicants to lay it, they were authorised to do, or for the expenses incurred in connection with the station at Carmarthen; but as to the first of these items he admitted that as it was authorised, regard must be had to the outlay in considering the scale of charges, although he denied that the applicants were liable for it as for a substantive debt.

Littler, Q.C., for the defendants, contended that the running powers were obtained by agreement, the consideration for which was the abandonment by the defendant company of the scheme for a rival railway into Carmarthen, and that, in consequence, the defendants should be treated by the court as in an exceptionally favourable position with regard to the charges to be made for the exercise of such powers; that the defendants were bound by a very unprofitable agreement with the North Western Railway Company, whereby they only obtained a mileage proportion for their own line and the part of the line over which they had running powers, after deducting running expenses, the trains being run by the North Western; moreover that the traffic was of a very unremunerative character, the greater part being parliamentary, and a large proportion only short distance traffic, and that, therefore, the defendant company could only afford to pay small tolls. He further took exception to the estimate of the cost of the station made by the applicants and claimed to deduct various items for parts of the station used (as the defendants alleged) by the applicants alone. He urged the court to adopt the joint-tenancy scheme proposed by Mr. Broughton, or at all events (if they considered payment by tolls more equitable) to appoint such a scale as would produce about the sum of £800 per annum. As to the counter-claims, he contended that the money laid out by the defendants was so spent on behalf of the applicants, they being intended by the Legislature to bear such cost, and having authorised the defendants to do the work, and therefore claimed to set off such amount against any sum the court might award to the applicants in respect of the past, or if nothing were payable to them,

he claimed to charge the applicants with interest at five per cent. per annum.

Phear in reply, reviewed the various Acts which the defendants had obtained with the view of working their traffic into Carmarthen, and contended that no consideration had ever been received in that behalf by the applicants, but that the Legislature having given the defendants the option of using the applicants' line, or making an independent line into Carmarthen themselves, the former alternative was presumably to be adopted only on condition of allowing the applicants fair and remunerative tolls for such user of their line. In respect of the counter-claims, he contended that the applicants were never intended by the Legislature to bear the expense of narrow-gauging the line if the defendants did the work, and had they themselves undertaken it, they would have been able to charge the expense against the defendants in addition to fair tolls for the user of their line. That as the enlargement of the station was made solely for the convenience of the defendants it could give them no claim against the applicants. That the fact that the applicants had after the laying of the narrow-gauge line, changed their gauge and adopted the line laid by the defendants (though he denied that any of the rails used by the defendants were existing at the time when the applicants became a narrow-gauge company, owing to the inferiority of the materials used) was totally immaterial, since the cost of the maintenance of the whole line was borne by the applicants, which rendered such a course clearly open to the applicants at their discretion, and that therefore the charges to be paid by the defendants were such as would have been payable had the companies in the first instance run on the same gauge, without taking into consideration at all the expenditure of the defendant company. He asked the court to consider that the applicants were a commercial company entitled to a fair profit on their undertaking, irrespective of the fact that a company which had obtained compulsory running powers over their line was in difficulties, or had entered into a burdensome agreement with the North Western Railway Company. Moreover he argued that the defendants under that agreement had power to regulate the amount of the through rates, and threw doubt on the assertion of the defendant's witnesses that in the locality from which the defendants drew their traffic, fares could not be raised without a loss. Finally he contended that the companies should not be treated as joint owners, and submitted to the court as a fair scale the table of charges drawn up by Mr. Grant, with the exception that he objected to a less charge being made in respect of short distance traffic

The COURT took time to consider, and on the 24th instant delivered the following judgment:—

"This is a case in which we are called upon to determine the payment to be made by a railway company for the use under running powers of a portion of the line of another company. It makes the case a little complicated that the line of rails so used was adapted to the traffic of the running company at the expense partly of that company. What the payment should be, with this reciprocity of aid in the relations of the two companies, has been a matter of difference between them for a long time past. There is, in fact, an open account between them for the use of the running powers for all the time since December, 1867, and it cannot but remain open until the principle on which it should be computed is fixed. Arbitration having been tried to no purpose, the two companies seem to have done wisely in referring the matter for our decision, under the Act which we have been appointed to administer. The claimants in the case are the Carmarthen and Cardigan Company. Their line is nineteen miles long, and extends fifty-five chains, or nearly three quarters of a mile, south of Carmarthen, to connect at the Myrtle-hill Junction with the South Wales section of the Great Western Railway Company. The other party to the case is the Central Wales and Carmarthen Junction Company. Their line of thirteen miles in length joins the Carmarthen and Cardigan Railway at Abergwilly Junction, one mile and ten chains north of Carmarthen Station, and the proper payment to be made by the Central Wales Company to the Carmarthen and Cardigan Company for the use of that station and of the one mile and ten chains of railway is the question for our decision. The line of the Central Wales at its other end at the junction near Llandilo connects with the system of the London and North Western Railway Company, who in fact work the Central Wales line for all traffic, through and local, and also run between Abergwilly and Carmarthen under the powers of the Central Wales Company. The line of the Central Wales was originally a branch, and was styled the Carmarthen branch of the Llanelly Railway. In 1871 this branch and the Swansea branch were severed from the undertaking of the Llanelly Company, and united into an independent line under the name of the Swansea and Carmarthen Railways. In 1873 this union was also dissolved, and the Carmarthen branch has since existed separately as a line of the Central Wales and Carmarthen Junction Company. That company therefore occupy to the extent of their line the place formerly occupied by the Llanelly Company and the Swansea and Carmarthen Company successively; and when we speak in this judgment of the Central Wales Company we include in that term their predecessors during the periods of their successive occupation. We will first notice the claim of the Central Wales to have the terms of payment made specially easy to them, on the plea that under their Acts of Parliament they had the choice of two ways of going from Abergwilly Junction to Carmarthen, having either to use the existing line of the Carmarthen and Cardigan, subject to terms for the user, or to make a new and competitive line, and that in contenting themselves with running powers and forbearing from the construction of a separate line they conferred a benefit upon the Carmarthen and Cardigan Company. In our opinion, the manner in which the Central Wales exercised their statutory option tended as much to their own advantage as to that of the Carmarthen and Cardigan Company, and we do not consider that it would be just in calculating the terms of payment to have regard to the circumstance that there was this option or to the use that was made of it. We come next to a point which was put by the other side. In 1864 the Carmarthen and Cardigan was broad gauge, and therefore not adapted to the narrow-gauge rolling stock of the Central Wales. According to the Act of that year the narrow gauging of the portion of railway covered by the running powers was to be done by the Carmarthen and Cardigan Company at their own expense, or, if so agreed, by the Central Wales. It was actually done by the Central Wales Company, who expended a sum exceeding £5,000, partly on the line and partly on buildings and sidings at the Carmarthen station. The point put by the Carmarthen and Cardigan Company was that, had the works been done at their own expense, they would have been entitled to an extra toll to recoup them that expense over and above the ordinary toll for the user of their line, and that the Central Wales would receive ample allowance for having relieved them of that expense by undertaking it themselves if they should not be surcharged with an extra toll. Upon this point we dissent from the view of the Carmarthen and Cardigan Company. We think that what the Central Wales did at their own expense at a corresponding saving to the Carmarthen and Cardigan Company should be kept in view for a further purpose than that suggested, and that the amount even of the toll proper as it may be called, or ordinary toll, should be affected by it. We will now proceed to consider in what form and of what amount the payment to be awarded should be. It was suggested on behalf of the Central Wales that the cost of the portion of line and of the station being ascertained, they should pay interest on a specific proportion of such cost, and should then be regarded as joint owners, as it were, with the Carmarthen and Cardigan of that much of their property, and as having purchased the right to make any use of it that their traffic might require. We think it would scarcely be fair to the Carmarthen and Cardigan Company to take this course, and we prefer that they should be paid by tolls, and that the sums they receive should vary with the actual traffic from time to time. The principle of a fixed rent, however, seems to us not unsuited to one part of the case, and in the sum we have apportioned for the station it has been given a limited application. The ascertained cost of the station is £15,251. It was put at that figure by the engineers on both sides. We show in a separate paper the items composing the total. Interest upon that sum at 5 per cent. per annum for rent and 3 per cent. for maintenance and renewals, amounts to £1,220; and we think the Central Wales should pay yearly two-sevenths of £1,220, or £348, the ratio of 2 to 7 being the same as the proportion which their use of the station bears to the total use made of it. We must, however, deduct from the sum of £348, £141 by way of interest at 5 per cent. on £2,823, which we find to have been expended

by the Central Wales on works at the station, and thus we arrive at the sum of £207 as the net payment to be made yearly by the Central Wales to the Carmarthen and Cardigan for the rent, maintenance, and renewal of the Carmarthen station. For the current station services, such as superintendence, porterage, gas, rates, &c., we fix the Central Wales' contribution at £150 a year. There is besides the agreed sum of £60 for water. The three sums added together make the total annual payment of the Central Wales under the head of station and station services, £417. We will now state our conclusions regarding the toll to be paid for the one mile and ten chains of line. Much stress was laid in the course of the hearing upon the sums paid for like services by the Great Western Railway Company to the Carmarthen and Cardigan, and by the Central Wales to the Llanelly Company. Those cases do not bear a great resemblance to the present one, and they are not of use to us for precedents; but at best they could only show approximately what the payment should be, and, as it happens, the case we are dealing with has *data* of its own, from which every assistance for coming to a conclusion is to be had. The one mile and ten chains of line cost or are valued at £10,574, inclusive of the Central Wales' outlay of £2,376 in narrow-gauging the line by the addition of a rail. Seven and a half per cent. upon this valuation—namely, 5 per cent. interest and 2½ for maintenance and renewal—would amount to £792, and if that sum were equally divided between the two companies in respect of their making an equal use of this portion of the line, the share of each would be £396. But from the share of the Central Wales we must deduct five per cent. on £2,376, so that according to this test the sum payable by the Central Wales should be about £278 a year, the remainder of £396 after subtracting £118. We will take as another test the earnings of the Central Wales. In 1873 the total receipts of that company from all traffic, through as well as local, to and from Carmarthen, were £5,566. In this sum is included the haulage, under agreement, of the London and North Western Railway Company, whose charge varies from fifteen to twenty-five per cent., according to the kind of traffic. In it is also included a sum of £1,366 for terminals, at the rates of the Clearing House, and, as appears by the evidence and by the terms of the agreement, deducted prior to charging for haulage. In reference to this allowance for terminals, the Carmarthen and Cardigan made a claim to share in profits accruing to the Central Wales from cartage done by them at the Carmarthen station, but we do not think there are any solid reasons for granting it. Haulage and terminals deducted, the line earnings of the Central Wales Company in 1873 from Carmarthen traffic could not have exceeded £3,360. If the coal traffic were uniformly distributed over the run of fourteen miles and thirteen chains from Carmarthen to the Llandilo Junction, the average receipts per mile would be a clue to the proper payment for the one mile and ten chains of the Carmarthen and Cardigan line included in the longer distance. But as the local passenger traffic between Carmarthen and the two nearest stations of the Central Wales was not less than one-half of the whole local passenger traffic, it would obviously not be fair to the Carmarthen and Cardigan Company to divide according to mileage, even to find the *minimum* sum that should be paid, and the value, therefore, of this particular test lies chiefly in enabling us to keep the toll in due proportion to the fund out of which it would come. It may, we think, be assumed that the local traffic of the Central Wales passing over the Carmarthen and Cardigan's portion of line is at least double what it averages for an equal distance upon the Central Wales' own line, and upon a full review of the case and full consideration, we are of opinion that a toll would not be excessive in itself or out of proportion to the fund just mentioned which, upon a traffic equal to that in 1873, realised the sum of £470, out of which the Central Wales would retain £118 by way of interest at 5 per cent. on their expenditure of £2,376. In pursuance of this view, we have framed a table of rates, which, applied to the traffic of 1873, produces the sum of £470. It differs only from one of the tables put in during the hearing in the rate or toll per passenger, which we fix at twopence first and second class single, and at threepence return, and at one penny third class and Parliamentary single, and one penny halfpenny return. Our other rates and tolls are the same as in the scale proposed by Mr. Broughton in his evidence. This table of rates is granted by us subject to revision on the demand of either company at any time during six months after the expiration of the first and every succeeding period of five years. We also intend that the rates and deductions, both for the station and for the line, shall apply as well to the past as to the future, and we order that any amount found due on the returns of traffic since December, 1867, shall be paid with interest at 5 per cent. per annum in the course of the next twelve months. We make no order as to costs."

APPOINTMENTS.

Mr. GEORGE CHRISTOPHER ROBERTS, of Kingston-upon-Hull, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the town and county of Kingston-upon-Hull, and the East Riding of the county of York.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

REPORT OF THE SCRUTINEERS APPOINTED BY THE PRESIDENT OF THE SOCIETY CERTIFYING THE RESULT OF THE ELECTION OF ELEVEN MEMBERS OF THE COUNCIL.

Pursuant to the appointment made by the President at the meeting of the society held on the 24th day of July, 1874, in compliance with section 5 of Bye-law 15, we, the undersigned, the scrutineers so appointed, beg to present to the members of the society our report certifying the result of the election, which has been conducted in accordance with the Charter and Bye-laws of the society.

The secretary handed to us, on Thursday, the 13th day of August instant, a box containing the voting-papers which had been placed in it as soon as they were delivered.

A.—The first schedule hereto annexed contains the total number of voting-papers received, amounting in all to 764.

B.—The same schedule sets forth the number of voting-papers rejected and the grounds of rejection. Five have been rejected, three on the ground that they were not received by midnight on the 12th of August instant, one because the voting-paper was not signed, and one was held void because the voting-paper was not filled up in accordance with the bye-law.

C.—The total number of votes received in favour of each candidate is set forth in the second schedule annexed hereto.

D.—The third schedule contains the names of those candidates who we find and certify to be duly elected.

The voting-papers have been duly closed up under our seals, and will be retained in our care for the period of one month, which will expire on the 20th day of September next, when we shall destroy them as provided by section 1 of Bye-law 18.

BARNARD P. BROOMHEAD.
W. I. FRASER.
JOHN V. LONGBOURNE.
W. S. MASTERMAN.
PH. ROBERTS.

Law Society's Hall, Chancery-lane, London,
August 13th, 1874.

The 1st Schedule referred to in the Report annexed hereto.

Total number of voting papers		764
Ditto ditto rejected on the following grounds		
A. Received after the prescribed date... ..	3	
B. Unsigned.....	1	
C. Not filled up in accordance with the Bye-laws	1	5
		759

The 2nd Schedule referred to in the annexed Report.

Mr. Janson	705	Æq. { Mr. Jones.....	688
Mr. Ouvry	702	Æq. { Mr. Lawrence ...	688
Æq. { Mr. Burton	697	Æq. { Mr. Paterson ...	688
Æq. { Mr. Clabon	697	Mr. Hollams	686
Mr. Young	691	Mr. Boyer	626
Mr. Paine.....	690	Mr. Bolton	270

The 3rd Schedule referred to in the annexed Report.

Names of Candidates duly Elected.

	Number of votes
Frederick Halsey Janson	705
Frederic Ouvry	702
Edward Frederick Burton	697
John Moxon Clabon	697
Henry Thomas Young	691
Thomas Paine	690
Charles Edward Jones	688
Nathaniel Tertius Laurence	688
William Benjamin Paterson	688
John Hollams	686
Richard Boyer	626

FRAUDULENT MISREPRESENTATIONS OF AGENTS.

(*Continued from* p. 800.)

Again, after commenting upon *Udell* v. *Atherton* (7 H. & N. 172) (in which he said that the court were divided rather upon the proper application of the law to the facts than upon the principle involved), the learned justice proceeded to say: "With respect to the question whether a principal is answerable for the act of his agent in the course of his master's business, *and for his master's benefit*, no sensible distinction can be drawn between the case of fraud and any other wrong. The general rule is, that the master is answerable for every such wrong of the servant or agent as is committed in the course of the service, and for the master's benefit, though no express command or privity of the master is proved;" citing *Laugher* v. *Pointer* (5 Barn. & C. 547, 554.)

The nature of the action is still more clearly shown in a subsequent part of the opinion in this case. It had been objected that the count in fraud should not have described the fraud of the manager as that of the bank; to meet which objection a count for money had and received had been included in the declaration. The court replied: "I need not go into the question whether it be necessary to resort to the count in case for fraud, or whether, under the circumstances, money having been actually procured for and paid into the bank which ought to have got into the plaintiff's hands, the count for money had and received is not applicable to the case,"—thus indicating that the action was, in substance, an action for money received to the plaintiff's use (See *Clarke* v. *Dickson*, El., B. & E. 148.)

The case above referred to (*Western Bank* v. *Addie*, L. R. 1 H. L. 145), was a Scotch suit, to rescind a contract for the purchase of shares, and for restitution *in integrum* (*i.e.*, to the party's position before the contract), or, alternatively, for damages for the false representations of the defendants' manager. There being no direct fraud on the part of the bank itself, it was held that the action could not be maintained; and the determination as to the alternative claim for redress was not affected by the fact that the plaintiff was a member of the company, and had been for a long time. Nor would it have been an answer to this suit of redress, as the Lord Chancellor stated, that a recovery might prejudice those who had innocently acquired their shares after the plaintiff had acquired his. The ground of decision was that the fraud of the manager alone, though committed in the course of his business, could not be made the ground of a liability in tort on the part of the defendants. This conclusion was reached upon a review of all the important cases, and with a view, as the report states (p. 151), of laying down the proper rule of law. The case is therefore of great importance and authority.

The Lord Chancellor said that the sound distinction to be drawn from the authorities was this: "Where a person has been drawn into a contract to purchase shares belonging to a company by fraudulent misrepresentations of the directors, and the directors, in the name of the company, seek to enforce that contract, or the person who has been deceived institutes a suit against the company to rescind the contract on the ground of fraud, the misrepresentations are imputable to the company; and the purchaser cannot be held to his contract, because a company cannot retain any benefit which they have obtained through the fraud of their agents. But if the person who has been induced to purchase shares by the fraud of the directors, instead of seeking to set aside the contract, prefers to bring an action for damages for the deceit, such an action cannot be maintained against the company, but only against the directors personally."

Lord Cranworth, who delivered the only other opinion concerning the principle involved, stated the doctrine in the same way. "An attentive consideration of the cases," says he, "has convinced me that the true principle is that these corporate bodies, through whose agents so large a portion of the business of the country is now carried on, may be made responsible for the frauds of those agents to the extent to which the companies have profited from these frauds; but that they cannot be sued as wrong-doers, by imputing to them the misconduct of those whom they have employed. A person defrauded by directors, if the subsequent acts and dealings of the parties have been such as to leave him no remedy but an action for the fraud [as where, by delay, the rights of innocent persons have intervened], must seek his remedy against the directors personally."

It would seem that such a decision, coming from the court of final resort, should have put to rest all further doubt. But the question has very lately arisen again in the Queen's Bench; and that court has (except upon the suggestion, *infra*) apparently declined to follow the rule declared by the House of Lords (*Swift* v. *Winterbotham*, 21 W. R. 562, L. R. 8 Q. B. 244).

The case professes to have been decided upon the authority of *Barwick* v. *English Joint-Stock Bank* (*supra*). But that case does not support it. The action was for a false and fraudulent representation, jointly against the agent who had made it and against the principal. And the latter was held equally liable. The false statement consisted in an affirmation of the solvency of Sir William Russell. The matter was indifferent to the defendants. The representation was not made for the purpose of obtaining a benefit for the banking company; nor does it appear that any advantage was derived from it. The case is therefore unlike *Barwick* v. *English Joint-Stock Bank*, and opposed to the ground taken in that case, as well as in conflict with the decisions of the Court of Chancery and the House of Lords; unless the fact that the court held that the communication complained of (which was in writing) was in reality the representation of the banking company, affords a distinction. The inquiry was made concerning a customer of the defendants; and the reply was signed, "J. B. Goddard, Manager." And the court say, "We think it clear, therefore, that the communications were in fact, and were intended to be, communications between the banks." The fact inquired of was peculiarly within the knowledge of the defendants; and upon the ruling that the signature of the manager was, in fact, the signature of the bank, the case would not, perhaps, be inconsistent with *Western Bank* v. *Addie*. But this ruling as to the manager's signature was decided, on appeal to the Exchequer Chamber, to be wrong; and the case was reversed (*Swift* v. *Jewesbury*, 22 W. R. 319).

Lord Coleridge, C.J., who delivered the principal opinion, said that this decision did not conflict with *Barwick* v *English Joint-Stock Bank*, "because," he observed, "there can be no doubt that a different set of principles altogether applies where an agent of a corporation, or a joint-stock company, at any rate, in carrying on its business, *does something of which the company takes advantage*, or profits, or may profit, and it turns out that the action of the agent is fraudulent."

The latest case, decided within six weeks of the present writing, was determined in the Privy Council. (*Mackay* v *Colonial Bank*, 22 W.R. 473.) There the defendants had derived a benefit from the fraudulent misrepresentation of their manager, made within the general scope of his authority; and upon this precise ground the defendants were held liable. The court declined to give any opinion as to the rule where no advantage had been derived by the principal.

We find, then, no English case in which a principal has been held liable in tort for the unauthorised and fraudulent representations of his agent alone, except where he has derived a benefit from them. And even where an advantage has been obtained, it is questionable, as we have suggested, if this form of action be proper. The action, where the benefit is pecuniary, is in substance an action for money had and received; and if the suit be in tort, it

can only be allowable, it would seem, so far as it conforms, in the amount of damages recoverable, to the proper form of action. See *Mackay* v. *Colonial Bank* (*sup.*), where to an objection that an action for money had and received might lie in such cases, the court say, that, granting *that*, the question to be tried would be in substance the same, and add, what perhaps has been the real justification of these cases, that the time has passed when much importance is to be attached to mere forms of action. In other words, the plaintiff, being entitled to a remedy of some kind, will not be put to the expense of being sent to the technically proper action. It may be observed, also, that by taking the benefit of the agent's fraud, the principal adopts it; and he may, therefore, be liable in an action for deceit, perhaps, in the same way that he would have been had he at first authorised the misrepresentation of a fact peculiarly within his means of knowledge.

We conceive, therefore, that the ground taken in *Hern* v. *Nicols* for supporting actions of this kind—the trust and confidence reposed in the agent—is not sustained by the later English authorities, the proper ground for such cases being the fact that the principal has received a benefit, as he had there, from the fraud of his agent; and that, if this be not the case, the principal can only be liable when he has authorised, or ratified, or joined in, the false statement.

If this be true, it follows that the doctrine of *Jeffrey* v. *Bigelow* and of *White* v. *Sawyer*, referred to near the beginning of this article, extending the damages beyond the amount of the benefit received by the principal, is not sound. It is difficult to deny, however, that the rule in these cases would be correct if an action of deceit were the proper form of suit in such cases.

Aside from the authorities, it is not easy to understand the cases which suggest (where the representation is made in a transaction not for the principal) that the defendant's liability arises from his putting a trust and confidence in the agent, or, what is the same thing, in holding him out as agent. It is submitted that he does no such thing without giving the agent express authority to make the representation complained of; except, perhaps, in those cases where he derives a benefit from the agent's act. A principal holds out his agent as authorised to transact his (the principal's) business, and not that of third persons, in which the principal has no concern. It is hardly conceivable that he should have any other purpose in the appointment of an agent; and everybody knows it. Consequently, when the plaintiff goes to the defendant's agent for information in a matter which has no relation to the defendant's business, he knows, if he is a man of common sense, that that is outside of the legitimate purpose of the agency, and that he must rely, if at all, upon the responsibility of the agent in case false information be given.

If the principal expressly authorise the agent to make the statement, the case is more difficult; but we conceive that the same principles should apply as if the principal had himself made it. If he is aware of its falsity, or, perhaps if it is a matter peculiarly within his own means of knowledge, he will be liable for permitting his agent to commit the fraud on the plaintiff. But on what principle he could be held liable for a misrepresentation made as to a matter indifferent to him, where he is innocent of any improper motive in allowing the agent to speak for him, is not easily understood. If he were himself to make the statement, he would not be liable; why, then, should he be liable for allowing another to do so for him? The plaintiff is no worse off by inquiring of the agent than if he had inquired of the principal.

It is said that the principal is liable, under the rule that of two innocent persons he who enables a third person to commit a fraud upon the other must suffer the loss (Nelson, J., in *Sandford* v. *Handy*, 23 Wend. 260). But is it true that the principal has enabled his agent to commit a fraud on the plaintiff? In most cases it is not. The plaintiff has made inquiry of the agent, not because of his authority to give the desired information, but because he *possessed* that information. He treats him for such purpose not as an agent, but as one acting on his own responsibility. If it be replied that he acquired his information by reason of his situation in the defendant's employment, the answer to this is, that such a connection between the defendant and the plaintiff is too remote. The rule of liability between innocent persons is subject to the rule of proximate and remote cause.

Now, in all probability the plaintiff knew nothing of the fact that the agent had authority to make the representation. The presumption is, as we have seen, that it was outside of his ordinary powers, to the plaintiff's knowledge; and he would seldom stop to inquire into the matter. At all events, the burden of proof should be upon him to show that, in acting upon the representation, he relied upon the defendant's grant of authority.

The rule, if there is such a one, that a principal is supposed to know what his agent knows, is, we conceive, confined to the case of contracts and sales. It probably means no more than this: that, mutual assent being essential to binding transactions in contract, that is wanting where a material misrepresentation has been made by one having a right to make the contract. The injured party has not agreed to do or accept the thing for which the principal seeks to bind him; and thus the principal is bound by the fraud of his agent. It is not because of the fraud of the agent; since the same result would follow in many cases where the agent himself was innocent, as in cases of mistake.

In the early law, under the old writ of deceit, where we are to look for the true significance of the action of deceit, we find that it was necessary to prove fraud directly upon the defendant. And there is a case in the Year Books (9 Henry VI., 53, pl. 37; s. c. Brooke's Abr. *Accion sur la Case*, pl. 8) involving the very question now under consideration. If we translate it correctly, it was, in substance, as follows:—

Writ of deceit by A. against B. and C., in the sale of Rummney wine, said C. knowing it to be sour and unfit for use. Rolf, for the defence, having taken certain objections to the writ (one of which was that no warranty was alleged), which were overruled, pleaded for B. that the wine was not sour, upon which issue was joined. For C., he pleaded that he sold the wine *by B., his servant.* To which Martin, J., replied: But "of your own knowledge you deceived" the plaintiff.—Rolf. "If I have a servant, who is my salesman, and goes to a fair with an unsound horse, or other merchandise, and sells it, will the party [pty] have an action of deceit on the case against me? Clearly not."—Martin, J., "You say true; for you did not command him to sell the thing to him, nor to any person in particular. But if your servant, by your covin and command, sell one bad wine, he shall have an action against you; for it is your own sale. And if the case should be that you did not bid your servant sell to that very person, then you can say that you did not sell to the plaintiff."

Rolf did not appear to take much comfort from this last morsel, replying that it would be a risky thing to put that into the mouth of the common people. This was A.D. 1430.

Mr. Justice Nelson, indeed, says that this case was overruled by Lord Holt in *Hern* v. *Nicols* (*Sandford* v. *Handy*, *sup.*). But the report of that case does not show any thing of the kind, except in the ground of the decision, which has itself been overruled, as we have seen. The point decided in *Hern* v. *Nicols* is distinguishable from the case in the Year-book, on the ground that the defendant had there obtained a benefit from the agent's act. And though this was also the fact apparently in the other case, that was decided at a time when the form of action precluded any notice of such fact. This old case, therefore, also supports the position that the action of deceit is not the proper proceeding, even where the defendant has derived a benefit from his agent's misrepresentation.

There is one more difficulty worthy of notice, presented by the class of cases in which it is held that the principal is liable in tort for the acts of misconduct of his agent in the course of his employment, though he be acting without authority, or contrary to the express instructions of his principal. (See Willes, J., in *Barwick* v. *English Joint Stock Bank*, 15 W. R. 877, 265; *Whitmore* v. *Pearson*, 16 W. R. 649; *Burns* v. *Poulson*, 22 W. R. 20; *Limpus* v. *London Omnibus Company*, 1 Hurl. & C. 526.) But these cases are not easily understood except upon the principle of a special public policy, which finds it important to hold the master responsible for the extraordinary conduct of his agent within the line of the agency. In *Limpus* v. *London Omnibus Company* (*supra*), which was a case of misconduct by an omnibus

driver, Mr. Justice Willes refers the right of action against the principal in part to the impecuniosity of that class of servants. "There ought to be a remedy," he says, "against some person capable of paying damages to those injured by improper driving." This is, doubtless, the real ground of the master's liability in such cases. But we submit that a public policy which points to a state of facts which varies with almost every case, and often fixes a liability where there is no need of it (for agents are often responsible), should not be extended to a new and different class of cases.

But there is a better reason for limiting this rule of public policy. The negligence or misconduct of an agent for which the cases hold the principal liable, probably never involves any deep moral turpitude. If the conduct of the agent were of such character, the principal would not be held liable. For instance—to take a case often put—if a servant shoeing a horse should maliciously prick him, he, and not the master, would be liable; though it would be otherwise if it were not intentionally done. And it is immaterial that the act, in cases of this kind, may have been intended for the benefit of the principal. See the language of Blackburn, J., in *Limpus* v. *London Omnibus Company* (*sup.*), quoted with approval by Brett, J., in *Burns* v. *Poulsom* (*sup.*).

The action for deceit more nearly resembles this class of cases. The allegation always is that the representation was made "falsely and *fraudulently*." A lie is charged, and charged to have been told with the base motive of injuring another. The proof need not be so strong in all cases; but fraud, actual or constructive, must be made out. Now it can no more properly be held that such a misrepresentation binds the principal, than that the other-mentioned malicious misconduct of the agent does; and as the rule of public policy does not extend to the latter class of cases, it should not to the former.

It is to be observed that it is no answer to the action that the defendant is a corporation. It is settled that a corporation, though having no soul, is liable for the authorised deceit of its agents. (See *Brokaw* v. *New Jersey Railway Company*, 3 Vroom, 328; *Vance* v. *Erie Railway Company*, *ib.* 334, 335: *Fogg* v. *Griffin*, 2 Allen, 1; *Ranger* v. *Great Western Railway Company*, 5 H. L. Cas. 72; *Addie* v. *Western Bank*, L. R. 1 H. L. Sc. 145; *Mackay* v. *Colonial Bank*, 22 W. R. 180.) But this would probably be otherwise where the misrepresentation was made before the incorporation of the body. In such case the action should be against the individuals personally. (See *Addie* v. *Western Bank*, *supra.*).—*American Law Review.*

THE NEW LAW COURTS.

It is not our intention here to enter into any elaborate description of these buildings as they will be seen some seven years hence. Every feature of their external appearance, every detail of their interior economy, was so thoroughly and minutely discussed in the pages of the public press and elsewhere, at the time when it first became known in whose favour the final verdict of the judges had been pronounced, that any further attempt at criticism at this premature stage of the undertaking would be as useless as it would probably be wearisome. To those who may yet be anxious to form an opinion of their own on the subject, we may suggest the report of the commissioners as a work capable of giving them every information they desire, while we shall content ourselves with the merest outline of what is to be as it may be gathered from what at present is. The entire structure—standing over rather more than seven acres of ground—is divided into two separate blocks of buildings, the larger of which, on the western side, will contain the various courts, with their necessary offices and adjuncts of retiring and robing-rooms, while the smaller, to the east, lying parallel to Bell-yard—which somewhat unsavoury locality will find itself, by the way, greatly indebted to the architect in the matter of light and air—will be devoted to the use of the various officers of the law. Between the two lies an open quadrangle, at present temporarily occupied by the modelling-shed and other necessary offices. The principal feature of the western block is the large central hall, which will answer the purpose of the present great hall of Westminster. This is 231ft. long and 48ft. wide, and will be lit by eight windows 30ft. high and 5ft. wide, and, as will thus be seen, will in no way merit the name of a "gloomy vault" which was once so disparagingly applied to it. On either side lie the courts, 18 in number, varying in size from forty-nine feet by forty-two feet, to thirty-four feet by thirty feet, the largest being that destined for the use of the Lords Justices, the smallest that for the Vice-Chancellors. To every court there will be not only a separate entrance, but one for the Bench, another for the bar, a third for the attorneys, while the jury, the witnesses, and the general public will find that their convenience has been equally considered. The great reproach of the existing Courts of Westminster has always been the want of light and air—a reproach which is more clearly heard with each successive term—and it is, perhaps, therefore hardly necessary to say that those two important questions have been most carefully considered in the present case, and the result will, we are glad to believe, be found in all respects satisfactory. More time and thought has, perhaps, been spent on the latter of these two essential points than on any other item of the general plan, as it was found necessary to abandon the original scheme in consequence of an objection taken to the two central towers of the hall, on which the arrangements for ventilation in a great measure depended. The cellarage beneath and all the floors are fire-proof, and iron throughout the building has always, where possible, been rejected in favour of solid brick. One feature in the arrangement, not altogether too unimportant to merit notice, will be the presence of a bar refreshment-room at the northern end, forty-four feet long by thirty-three feet in width. The principal entrance, which, as will be remembered, will be from the Strand, is a large iron gateway under a stone arch, and another of a somewhat similar description will give access from Carey-street.

So much for the future; it remains now to deal with the present. It is, of course, difficult for the unprofessional eye to recognise not only the ultimate intentions of the architect, but even the actual amount of work already done, out of the apparently hopeless chaos of brick and mortar, cranes and sawmills, vast blocks of stone, and endless strings of ever passing and re-passing carts. With the help of an intelligent companion, the spectator may realise much, but when he comes to convey his impressions to others the task is a hard one. Within those four wooden walls is now enacted day by day a scene which may well recall that simile of the beehive to which Virgil has likened the labours of the builders of Carthage. All seems at first sight disorder and confusion, where all, in reality, is order and the most methodical method. On the western side, from Carey-street down to the Strand frontage, stretches the vast workshop. Here are a dozen steam-saws at work every day and all day, together with three large revolving rubbing-tables for polishing the sawn stone, all worked from the large boiler-house which stands behind them. All along the line, piled one above the other—Ossa on Pelion—lie many hundred blocks of Portland stone, from six to ten tons in weight, while overhead towers a huge crane—in technical language "the traveller"—which can lift the largest block as lightly as a lady may lift her lapdog. Here, too, are the stonemasons at work, of whom there are more at present engaged than of any other craft. Below all this, eastward and northward, lies stretched the ground plan of the building. The whole area is floored with concrete to an average depth of ten feet, and on this goodly base the foundations are rising fast. They are, in fact, nearly completed throughout the West block, while in the northern portion of the east block the footings are even now ready for the stone plinths. Where the towers are to rise, the concrete is laid still deeper, and this is especially the case in the south-eastern corner, where the ground was much broken and the labour proportionately hard. Here the concrete has been put down in one spot to a depth of seventeen feet below the level of the Strand pavement, and here are the excavations to which has been attributed the present condition of Temple Bar. While confessing ourselves unable to give a decided opinion as to the truth of these assertions, it needs but a single glance to convince the most sceptical that as the possibility was evidently present to the minds of those in power before the work was begun, so every possible precaution has been taken to meet it. The

old building has been most carefully shored up from within, and the supports embedded in the concrete to a depth of twelve feet. Whatever it was possible to do has been done, and if these excavations have produced this unfortunate result, it can only be said that they were necessary to the well-being of the Law Courts, and they in their turn may be held more necessary to the well-being of the public than Temple Bar. It is to be noted, too, that, deep as spade and pick have gone in this quarter, deep enough to find water, no trace of the old city wall has been discovered. There are at present but 300 men engaged on the ground, but more will, of course, be added from time to time as more work will be found for them to do, and it would at present be obviously impolitic to hamper the busy by the presence of the idle. Seven years is a long time to wait, and when the limit is so far in the future it is apt to be somewhat elastic. But there is every reason to believe that the work will grow as fast and well as is compatible with a perfect maturity, and that nothing will be wanting on the part of those to whom it has been intrusted to insure the full consummation of those labours which are to raise to the English nation a monument worthy the Majesty of the Law.—*Times*.

LEGAL ITEMS.

At the opening of the Liverpool Quarter Sessions, Mr. J. B. Aspinall, Q.C., in charging the Grand Jury, alluded to the "frightful increase" of cases of violence throughout the north. The time had come when judges, recorders, and magistrates should take stringent measures to put a stop to such cases, and he should act with that view in cases of the kind which might come before him.

Before the Hammersmith magistrate last Thursday week a solicitor raised the question whether lawyers' clerks ought to be allowed to practise. His worship said that a few years ago a letter was received from the Secretary of State permitting clerks of attorneys who were certificated, on the production of letters from their employers, to practise, the object being to induce respectable attorneys to practise at police-courts. If a person produced a letter from a qualified attorney he (the magistrate) did not know what more could be done. He thought it was better that this course should be taken than that incompetent persons should attend the courts, as was often the case.

With reference to the "populous places" difficulty under the Licensing Act, 1874, "A Clerk to Justices" has offered a suggestion which it is to be feared is not quite so helpful as he thinks it. "I think," he says, "the duties of such Committee will be much simplified, and they would give general satisfaction to the public, if they would adopt what I consider to be the spirit of the Act, and determine that every area with a population of 1,000 shall be considered a 'populous place,' except when they are satisfied that such population is so scattered that it is not necessary to keep the public-houses open after ten in the evening or before six in the morning."

Mr. Warner Wright, of Norwich, writing to a Manchester paper, complains that the first intimation he, as one of the body of solicitors practising in England, had of this vacancy was an advertisement which appeared on the 15th inst.; and which he did not see till the 22nd inst. "The advertisement required all applications, with testimonials, to be lodged at Salford Town Hall by the 20th inst.—that is, allowing only five days to solicitors scattered all over the realm to hunt up their relatives, friends, and acquaintances, get letters of testimonial and introduction, and otherwise prepare for an active canvass for a post of such importance, value, too, £1000 a year. This, too, at a time when members of the legal profession are taking their holiday, and all the world is anywhere but at home. I immediately sent in an application to the Mayor, but he merely replied I was too late, as the 20th instant was passed. I asked him to lay my application before the committee appointed to select candidates, but I cannot say whether or no he acceded to this request. I do know my name was not selected. I trust you will agree with me," he adds, "that it is but a mockery to advertise an appointment as open to public competition, and then to allow so short a time in which to try for it."

J. L., writing to the *Times*, says, "I have just returned from attending the chambers of Vice-Chancellor Hall, in Chancery-lane. The judge has been in attendance, and the suitors, counsel, and solicitors have had to wait in a room about the size of a good cupboard or lumber-room until called for. I counted fifty-eight persons at one time in this close room, and the heat and smell were almost unbearable. Why should this be? To add to the nuisance, workmen were actually at work painting in the house, originally built as a private residence. It may be that this state of things is purposely intended to discourage applications in the vacation, but when necessity compels applications must be made. I left this wretched place to-day with a splitting headache, and am wholly unable further to attend to business to-day. I cannot understand what the sanitary officers and medical officers of health for the district are about to allow this state of things, which is so injurious to health, to exist. The large and beautiful rooms at the Rolls' Court, built for the purposes of a court, are unoccupied, and are available, no doubt, upon application to the Master of the Rolls, who attended last year and used these rooms, with comparative comfort to every one engaged. If asked for, I believe the Law Institution would afford ample accommodation, but why cannot one of the courts be used?"

It is stated that the English Government has been unable to induce France to agree to the abolition of consular legal jurisdiction in Egypt. The Paris correspondent of the *Times* says that the concurrence of Germany, Russia, Austria, and Italy is certain. The object of France appears to be to obtain the support of Greece, which has 34,000 subjects in Egypt, nearly as many as all the other States put together. According, however, to an article in the semi-official *Presse*, the reform is on the eve of receiving the sanction of Europe. The new courts will be presided over by foreigners, and foreigners will constitute a majority of the judges, numbering four out of seven in the Court of Original Jurisdiction, and five out of eight in the Appellate Court. The judges will be irremovable, and will be chosen by the European Governments, unless the latter remit the appointment to the Egyptian Government. These tribunals will decide all cases in which one or both parties are foreigners. International will thus be substituted for consular jurisdiction. As to penal proceedings, France has insisted on the privileges conferred by treaties, and has simply agreed to modify their application. All crimes except those directed against the tribunals themselves or connected with the execution of their sentences, will continue under the jurisdiction of the respective consuls.

At the Petty Sessions held at Rhyl on Tuesday, a charge of assault was preferred by a car-driver, named Powell, against Mr. Richard Vaughan Williams, who holds the appointment of the county court judge of the district, including many of the towns of North Wales. The *Oswestry Advertiser* gives the following account of the proceedings:—"The defendant was in court before any of the magistrates arrived, and, on seeing the complainant enter, said to the police, 'Is that the man?' On being informed that he was, the defendant went on to say: 'I sentence you to seven days' imprisonment in the gaol at Mold. You interrupted me when I was coming to this court, and by Act of Parliament I have the power to send you to gaol without any evidence or any inquiry whatever. But I will tell you the story. I came here with a very spirited horse, and I was close to the kerb-stone, on the right side of the road, and you were coming on the wrong side. I called upon you to go on, and you told me to go on instead. Powell.—No; nothing of the sort. Mr. Vaughan Williams.—You utter the grossest falsehood. After calling to you, I merely touched you lightly on the shoulder with the whip, which I had a perfect right to do, or to use any force necessary to remove you: but I merely touched you lightly with my whip to make you go on, and you have had the audacity to issue a summons against me. The clerk (Mr. George) remarked that the proceedings were entirely irregular, as the chairman had not arrived. Mr. Vaughan Williams.—Who are you? I will not submit to this. If you open your mouth in this matter again I will send you, in company with this man, to Mold to gaol. Who is the chairman of this bench? The Clerk.—Sir Piers Mostyn, Bart. Mr. Vaughan Williams.—Well, I wish he was here to snub you. Some of the magistrates having by this time arrived, the clerk said he would leave his case in the hands of the magistrates. Mr. Vaughan Williams (pointing to Powell) then said: Take this man to gaol; and

I must now ask that this summons, which has been most improperly issued by one magistrate against another without due inquiry—I must ask that it be struck out and every sign of it obliterated from the books of this court. The magistrates then agreed to go on with the business of the court, and, in the absence of the Chairman, Mr. T. G. Dixon took the chair. Edward Powell said that on Friday, 21st August, he was driving along the street, by the Mostyn Arms, on his own side, and Mr. Williams shouted at him to get out of the way, and then gave him a severe blow over the face with his whip, and made a wound upon his nose, which bled very much at the time. A police officer gave corroborative evidence. Mr. Vaughan Williams's defence was substantially the same as the statement he had previously made. After a short consultation with the other magistrates, the Chairman said the case was a very painful one, but they considered that the assault had been committed, and, looking at the position of the gentleman who committed it, they felt bound to inflict the highest penalty—£5 and costs. Mr. Williams.—I shall appeal to a higher power. The Chairman—We shall have great pleasure in granting you a case. The Clerk.—Unfortunately you have not the power; there is no appeal. Mr. V. Williams.—Then I shall not pay. The Chairman.—In default there will be fourteen days' imprisonment."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 28, 1874.

3 per Cent. Consols, 92¾	Annuities, April, '85 9¼
Ditto for Account, Sep 92¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¾	Ex Bills, £1000, 2½ per Ct. 1 pm.
New 3 per Cent., 92¾	Ditto, £500, Do 1 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 1 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 259
Annuities, Jan. '80—	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80 109	Ditto, 5½ per Cent., May, '79 101¼
Ditto for Account,—	Ditto Debentures, per Cent
Ditto 4 per Cent., Oct. '88 103¾	April, '64—
Ditto, ditto, Certificates,—	Do. Do, 5 per Cent., Aug. '73 100½
Ditto Enfaced Ppr., 4 per Cent. 95	Do. Bonds, 4 per Ct., £1000
Ind. Enf. Pr., 5 p C., Jan. '72	Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	121
Stock	Caledonian	100	91¾
Stock	Glasgow and South-Western	100	98
Stock	Great Eastern Ordinary Stock	100	43¾
Stock	Great Northern	100	138 x d
Stock	Do., A Stock*	100	155 x d
Stock	Great Southern and Western of Ireland	100	108
Stock	Great Western—Original	100	117¾
Stock	Lancashire and Yorkshire	100	143 x d
Stock	London, Brighton, and South Coast	100	84½
Stock	London, Chatham, and Dover	100	23¾
Stock	London and North-Western	100	151¼
Stock	London and South Western	100	112
Stock	Manchester, Sheffield, and Lincoln	100	72
Stock	Metropolitan	100	65
Stock	Do., District	100	25
Stock	Midland	100	132¼ x d
Stock	North British	100	59½
Stock	North Eastern	100	166¼ x d
Stock	North London	100	111
Stock	North Staffordshire	100	64
Stock	South Devon	100	63
Stock	South-Eastern	100	110 ½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

On Thursday the Bank rate was again reduced from 3½ to 3 per cent. The proportion of reserve to liabilities has risen from about 47 per cent. last week to about 48½ per cent. this week. The satisfactory traffic returns and the reduction of the bank rate have led to an advance in prices in the railway market, which was firm at the close on Thursday. There was a slight check to the up ward movement of Foreign stocks on Tuesday, but the reduction of the bank rate has operated to increase the demand for the more substantial securities, and their prices have continued to advance.

Messrs. Smith, Payne, & Smiths announce that they will receive subscriptions for £429,820 of 5 per cent. Russian Land Mortgage Bonds of £20 each. The issue price is 81 per cent. and payable by monthly instalments up to December, 1874. Interest on the full amount of each bond accrues from July, reducing the issue price to about 79½ per cent.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAGSHAWE—On Aug. 26, at 46, Belsize-square, Hampstead, the wife of W. H. G. Bagshawe, Esq., Q.C., of a daughter.

SMITH—On Aug. 26, at 2, Hope-park, Bromley, Kent, the wife of Horace Smith, Esq, of the Midland Circuit, barrister-at-law, of a son.

THOMAS—On July. 17, at Squire's Hall, Simla, the wife of Mr. Theodore Thomas, barrister-at-law, of a son.

MARRIAGES.

ALFORD—SMART—On Aug. 26, by the Rev. A. Master, M.A., at All Saints' Church, Preston, Gloucestershire, William Alford, Esq, Solicitor, to Mary Ellen Smart, of Northcote, Cirencester.

BECHER—ROBERTSON—On Aug. 20, at the Abbey Church, Whitby, Yorkshire, Henry C. R. Becher, of Thornwood, London, Canada, barrister-at-law and Queen's Counsel, to Caroline, widow of the Rev. W. H. Caldwell Robertson.

FINLAY—INNES—On Aug. 26, at Inverleith house, Edinburgh, Robert Bannatyne Finlay, of the Middle Temple, barrister-at-law, to Mary, daughter of the late Cosmo Innes, Esq., P.C.S.

DEATHS.

BARNES—On Aug 20, at Cambridge-street, Eccleston-square, Thomas Wilson Barnes, Esq., barrister-at law, aged 49 years.

DAWBAYN—On Aug. 24, Sarah, wife of Robert Dawbayn, jun., solicitor, of March, Cambridgeshire, aged 36.

HEATH—On Aug. 21, Samuel Heath, Esq., of 1, Primrose-hill-road, N.W., and 10, Basinghall-street, City, solicitor.

KNOX—On Aug. 25, at 3, Bloomsbury-square, London, Mr. George Knox, solicitor.

STERRY—On Aug. 21, at Beddington, Surrey, Arthur Sterry, of Lincoln's-inn, barrister-at-law, aged 35.

WINNING—On Aug. 22, at Croydon, Surrey, James William Winning, Esq., Queen's coroner and attorney, aged 63.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Aug. 21, 1874.

UNLIMITED IN CHANCERY.

Norwich and Norfolk Provident Permanent Benefit Building Society.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts and claims, to Samuel Culley, Guildhall chambers, Norwich. Nov 5, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Aug. 25, 1874.

LIMITED IN CHANCERY.

Alhambra Music Hall Company, Portsmouth, Limited.—By an order made by V.C. Hall, dated Aug 12, it is ordered that the above company be wound up. Musgrave, Queen Victoria st, solicitor for the petitioners.

COUNTY PALATINE OF LANCASTER.

North Lonsdale Steam Ship Company, Limited.—Petition for winding up, presented Aug 13, directed to be heard before the Vice-Chancellor, at the office of the District Registrar, Liverpool, on Oct 15, at 12. Yates, Liverpool, petitioner in person.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 21, 1874.

Atkins, Charles, Lewisham, Kent, Auctioneer. Sept 9. Edwards Lewisham

Barstow, John Michael, Acomb, York, Esq. Oct 21. Leeman and Co York

Bradley, Ellen, Slyne, Lancashire. Sept 21. Hall and Marshall

Brown, Richard Pryce, Hereford, Ironmonger. Sept 30. Knight and Underwood, Hereford

Burke, Miles, Galena, Illinois, United States. Sept 20. Bridges and Co, Red Lion square

Burnett, William, Trowbridge, Wilts, Corn factor. Sept 30. Rodway and Mann, Trowbridge

Cotton, William, Bromsgrove, Worcester, Auctioneer. Nov 25. Sanders, Bromsgrove

Dallicoat, Robert, Spalding, Lincoln, Basket Maker. Sept 12. Harvey and Cartwright, Spalding

Davies, George Augustus Apreece, Crickhowell Brecon, Attorney. Oct 1. Davis, Crickhowell

Dee, James, Chipping Sodbury, Gloucester, Butcher. Oct 1. Trenfield, Chipping Sodbury

Edwards, Charles, Seymour st, Portman square, Lodging house Keeper. Nov 2. Indermaur, Devonshire terrace, High st, St Marylebone

Flower, George Adams, Westminster bridge rd, Photographer. Oct Harper and Co
Gerrard, Alice Ann, Bournemouth, Southampton. Oct 1. Welch, Poole
Green, Stephen, Queen's rd, Clapham Park, Esq. Nov 11. Hepburn and Sons, Bird in Hand Court, Cheapside
Guinand, Eliza Jane, St Paul's rd, Canonbury. Oct 15. Nicholls, Lincoln's inn fields
Harvey, Stephen, Kingston-upon-Hull, Licensed Victualler. Oct 19. Walker and Spink, Hull
Hember, Thomas, Bristol, Licensed Victualler. Nov 25. Plummer
Keen, John, Park place, Grosvenor rd, Pimlico, Merchant. Sept 18. Jones, Crosby square
Lamb, Samuel, Stourport, Worcester, Surgeon. Oct 1. Chesshire, Birmingham
Lord, James, Rochdale, Lancashire, Licensed Victualler. Sept 15. Stott and Son, Rochdale
Pool, William, Derby, Auctioneer. Oct 14. Shaw, Derby
Raines, Henry, jun, Kingston-upon-Hull, Oil Merchant. Oct 19. Walker and Spink, Hull
Rickot, Eliza, Mile End rd, Grocer. Oct 10. Newcome, Izard and Betts, Eastcheap
Symonds, Eliza, Spinster. Oct 19. Tamplin and Co, Fenchurch st
Teasdale, William, Youlgreave, Derby, Grocer. Oct 1. Mander, Bakewell
Tidy, William, Scarbrook rd, Croydon, Carpenter. Sept 12, Hogan, Martin's lane, Cannon st
Walker, James. North Frodingham, York, Doctor. Oct 19. Walker and Spink, Hull

Bankrupts.

FRIDAY, Aug. 21, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Brasil, James, Caledonian rd, Islington, Butcher. Pet Aug 19. Hazlitt. Sept 4 at 11
Cunynghame, Edward Augustus Thurlow, Bart, Pall Mall place. Pet July 3. Roche. Sept 1 at 11
Fawcett, Thomas, Upper Brixton rise, Surrey. Pet Aug 19. Hazlitt. Sept 4 at 12
Hale, George, Hope terrace, Notting hill, Ironmonger. Pet Aug 15. Hazlitt. Sept 10 at 11
Sturdy, Thomas, Ludgate hill, African Merchant. Pet Aug 17. Hazlitt. Sept 3 at 12
Tibbitt, James, jun, St Peter's rd, Kingsland, Builder. Pet Aug 14. Hazlitt. Sept 10 at 11
Williams, John, Vernon square, Shop Fitter. Pet Aug 19. Hazlitt. Sept 4 at 11

To Surrender in the Country.

Dewey, Charles, Cheshunt, Hertford, Grocer. Pet Aug 19. Pulley. Edmonton, Sept 8 at 12
Dobson, Henry, Park grange, near Leyburn, York, Farmer. Pet Aug 18. Jefferson. Northallerton, Sept 3 at 11
Griffiths, David, Llansamlet, Glamorgan, Accountant. Pet Aug 18. Jones. Swansea, Sept 8 at 12
Hamlyn, Henry, Kingston-upon-Hull, Leather Seller. Pet Aug 19. Phillips. Kingston-upon-Hull, Sept 11 at 11
Harrison, Daniel Alfred, St Alban's, Hertford, Gent. Pet Aug 18. Blagg. St Alban's, Sept 4 at 12.30
Hoy, William, High st, Wood green, Grocer. Pet Aug 18. Pulley. Edmonton, Sept 8 at 11
James, Joseph, Reading, Grocer. Pet Aug 17. Collins. Reading Sept 5 at 10
Lewthwaite, Joseph Braithwaite, Skelsmergh, Westmoreland, Butcher. Pet Aug 17. Thompson. Kendal. Sept 5 at 10
Newton, Joseph, Landport, Hants, Grocer. Pet Aug 14. Howard. Portsmouth, Sept 21 at 2
Rigal, Harris, Birmingham, Jeweller. Pet Aug 18. Butcher. Birmingham, Sept 7 at 11

TUESDAY, Aug. 25, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Carr, Henry, Prospect row, Ball's Pond rd, no occupation. Pet Aug 21. Murray. Sept 8 at 11
Jervis, Ernest Scott, Queen's gate, Hyde park, no trade. Pet July 21. Hazlitt. Sept 8 at 12

To Surrender in the Country.

Edmonds, Henry, Milford Haven, Pembroke, Ship Owner. Pet Aug 22. Lloyd. Carmarthen, Sept 13 at 13
Gunn, Stephen, Leicester, Corn Merchant. Pet Aug 20. Ingram. Leicester, Sept 7 at 12
Low, John, Lordship lane, Wood green, Cattle Dealer. Pet Aug 21. Pulley. Edmonton, Sept 8 at 3

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 21, 1874.

Bevan, Henry, Manchester, Lieut H.M.'s 95th Regt. Aug 19
Bishop, John William, Stroud, Gloucester. Aug 15
Hamilton, Hon Charles George Archibald, Long's Hotel, New Bond st. Aug 17

TUESDAY, Aug. 25, 1874.

Skett, Thomas Jeff, Edgware rd, Gent. Aug 19

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 21, 1874.

Ashcroft, Geoffrey, Manchester, Slater. Sept 4 at 3 at offices of Garnett and Horner, Cross st, Manchester.
Blackwell, George Richard, Cheltenham, Gloucester, Marble Mason. Sept 3 at 3 at offices of Stroud, Clarence parade, Cheltenham
Blizzard, Alfred Henry, Bristol, Accountant. Aug 29 at 11 at offices of Essery, Guildhall, Broad st, Bristol
Booth, Edwin Carton, Trinity grove, Brixton, Journalist. Sept 1 at 3 at offices of Montague, Bucklersbury
Bromham, John, Liverpool, Provision Dealer. Sept 3 at 2 at offices of Bellringer, North John st, Liverpool
Brooke, Joseph, Dewsbury, York, Shoddy Merchant. Sept 1 at 3 at offices of Watts and Son, Dewsbury
Brooke, William Richard, Stourbridge, Worcester, Butcher. Sept 3 at 11 at offices of Collis, Market st, Stourbridge
Clements, John, Edgbaston, Birmingham, Builder. Sept 7 at 3 at offices of Walford, Waterloo st, Birmingham
Cliffe, James, Liverpool, Public house Manager. Sept 7 at 3 at offices of Ponton, Vernon at, Liverpool
Collier, Hannah, Devonport, Devon, Boot Manufacturer. Sept 3 at 11 at offices of Vaughan, Aubyn st, Devonport
Collins, Mark, Lower marsh, Lambeth, Clothier. Sept 5 at 10 at offices of Goatly, Westminster Bridge rd
Cooper, John, Hockley, Birmingham, Baker. Aug 31 at 10.15 at offices of East, Colmore row, Birmingham
Davey, William, Croydon, Surrey, Plumber. Sept 2 at 1 at offices of Pullens, Gresham buildings, Guildhall
Davies, Evan, Welshpool, Montgomery, Builder. Sept 8 at 12 at offices of Harrison, Welshpool
Daw, John, Calf Heath, near Wolverhampton, Stafford, Grocer. Sept 5 at 10.30 at offices of Stratton, Queen st, Wolverhamdton
Dawson, Thomas, Kempston, Bedford, Smith. Sept 4 at 3 at offices of Conquest, Duke st, Bradford
Day, Rev John Tomlinson, Bletsoe, Bedford. Sept 3 at 12 at offices of Conquest, Duke st, Bedford
Duff, Peter Walker, Middlesborough, York, Ale Merchant. Aug 31 at 11 at offices of Bennison and Co, Zetland rd, Middlesborough. Dobson, Middlesborough
Dumberley, Samuel, Sheffield, Paperhanger. Sept 4 at 3 at offices of Walker, St Ann's at, Manchester
Durie, James, Burnley, Lancashire, Engineer. Sept 10 at 2 at the Old Red Lion Hotel, Burnley. Grundy and Kershaw, Manchester
Ellis, Henry, and Thomas Ellis, Birmingham, Jewellers. Sept 3 at 10.30 at offices of Ansell, Temple st, Birmingham
Fage, Mary Sophia, Whitechapel rd, Furniture Dealer. Sept 14 at 11 at offices of Buchanan, Basinghall st
Fairclough, Robert, Liverpool, Licensed Victualler. Sept 4 at 2 at offices of Ivey, South John st, Liverpool. Lupton, Liverpool
Finney, Matthew, Hanley, Stafford, Grocer. Aug 31 at 11 at offices of Tomkinson, Hanover st, Burslem
Fothergill, Charles, Lancashire, Hop Merchant. Sept 7 at 12 at offices of Plant and Abbott, Cannon st, Preston
Fox, Joseph Thomas, Luton, Bedford, Innkeeper. Sept 4 at 11 at offices of Shepherd and Haward, Park st West, Luton
Francis, William, Cwmbath Morriston, Glamorgan, Builder. Aug 31 at 2 at offices of Davies and Hartland, Rutland st, Swansea
Gardner, George, and Catherine Ellen Evans, Upper Baker st, Fancy Dealers. Aug 31 at 2 at offices of Chapman, Cheapside
Glover, Henry Haywood, Liverpool, Oil Merchant. Sept 4 at 3 at offices of Barrell and Rodway, Lord st, Liverpool
Hambling, Reuben, Brighton, Sussex, Licensed Victualler. Sept 3 at 3 at offices of Holtham, Ship st, Brighton
Hawes, jun, James, Redbourn, Hertford, Plumber. Sept 4 at 1.30 at the George Inn, George st, St Albans. Nerse, Luton
Hemingbrough, John Bowman, Leeds, Shoemaker. Sept 3 at 2 at offices of Harle, Victoria chambers, South parade, Leeds
Heritage, Mary, Weston terrace, Stoke Newington, Provision Dealer. Sept 1 at 3 at Doughty Hall, Bedford row. Lee, Gray's inn square
Hickson, George, and Robert John Sollitt, Kingston-upon-Hull, Grocers. Sept 2 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Laverack, Hull
Holloway, Edward, Camp Hill, Warwick, Coal Agent. Sept 1 at 10 at offices of Eaden, Bennett's hill, Birmingham
Hyde, John Ernest, Aston juxta-Birmingham, Schoolmaster. Sept 2 at 12 at offices of Grove, Bennett's hill, Birmingham
Johnson, John Morris, Edmund Johnson, and Charles Johnson, Castle st, Holborn, Printers. Sept 8 at 2 at the Hotel, Cannon st. Vallance and Vallance, Essex st, Strand
Lee, Levi, Spencer rd, Kentish Town, Stone Mason. Sept 2 at 3 at offices of Butcher, Cheapside
Lockwood, Robert Wood, Leeds, Solicitor. Sept 2 at 10 at offices of Lowrey, East parade, Leeds
MacPherson, Alexander, Neath, Glamorgan, Draper. Sept 1 at 1 at 1, Duke st, Bloomsbury. Leyson, Neath
Monks, Thomas, Manchester, Hair Dresser. Sept 3 at 3 at offices of Burton, King st, Manchester
Moore, John, Liverpool, Cart Owner. Sept 2 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Rundle, Liverpool
Nicholson, Thomas, Sheffield, Grocer. Sept 2 at 4 at offices of Clegg and Sons, Bank st, Sheffield
Nokes, James, Oldham, Lancashire, Furniture Dealer. Sept 2 at 3 at offices of Buckley and Clegg, Clegg st, Oldham
Osborne, James, Birmingham, Mattress Maker. Aug 31 at 10.15 at offices of East, Colmore row, Birmingham
Parfitt, Thomas, and Henry Parfitt, Frome, Somerset, Builders. Sept 14 at 1 at the Grand Hotel, Broad st, Bristol. Cruttwell and Daniel, Frome
Parratt, William, Addison gardens North, Kensington, Builder. Aug 31 at 1 at the Walbrook Exchange Mart, Walbrook. Deare, Walbrook
Pearse, Charles Arthur, Newcastle-under-Lyme, Stafford, Green Grocer. Aug 28 at 3.30 at 26, Cheapside, Hanley. Shires, Leicester
Pocock, Henry Jubilee, Bath, Accountant. Aug 31 at 3 at 24, Union st, Bath. Wilton, Bath
Polding, Alfred, Brymbo, Denbigh, Manager of Smelt Works. Sept 16 at 12 at offices of Jones, Henblas st, Wrexham
Prust, Charles, Cheltenham, Gloucester, Plumber. Sept 7 at 3 at office of Chesshyre, Regent st, Cheltenham
Reeves, Benjamin, Upper Tachbrook st, Pimlico, Upholsterer. Sept 3 at 11 at offices of Blake and Snow, College hill
Rimmer, William, Birkdale, near Southport, Lancashire, Timber Dealer. Sept 9 at a offices of Murray, London st, Southport

Robinson, George Henry, Stanningley, York, Oilman. Sept 2 at 10 at offices of Berry and Robinson, Charles st, Bradford

Salter, Rosa, Crombies rd, Commercial rd East, Costume Manufacturer. Sept 3 at 11 at offices of Stevens, Edgware rd. Waller, Marylebone rd

Scarff, James, Barking, Suffolk, Wheelwright. Sept 15 at 3 at the Swan Hotel, Needham Market. Newman and Harper, Hadleigh

Thickett, Benjamin, Barnsley, York, Engine Tenter. Sept 10 at 11 at offices of Freeman, Pitt st, Barnsley

Thorneloe, John, Broad st, Birmingham, Hairdresser. Aug 31 at 3 at offices of Parry, Bennett's hill, Birmingham

Tingey, Albert, and Edward Burwell, Bread st, Cheapside, Fancy Warehousemen. Sept 5 at 11 at 52, Bread st, Cheapside. Gregory, King st

Tooley, Henry, Bury St Edmunds, Suffolk, Builder. Sept 7 at 12 ate offices of Partridge and Greene, Crown st, Bury St Edmunds

Walmsley, Seth, Bradford, near Manchester, Slater. Sept 3 at 3 at offices of Hardy, St James's square, Manchester

Ward, Andrew, Farsley, York, Waste Dealer. Aug 31 at 2 at offices of Walker, East parade, Leeds

Watts, Joseph Donald, King's rd, Chelsea, Grocer. Aug 26 at 12 at Mullen's Hotel, Ironmonger lane. King

Welch, John, Hungerford, Wilts, Hotelkeeper. Sept 4 at 2 at offices of Seal, Serjeant's inn, Fleet st

Whall, John Fitzwilliam, Doncaster, York, Attorney. Sept 2 at 2 at offices of Fisher, High st buildings, Doncaster. Burdekin and Co

White, John Henry, Bathamsall, Nottingham, Auctioneer. Sept 3 at 12 at the Queen's Hotel, Wesfield, Ordsall. Bescoby, East Retford

Wingrave, Francis Thomas, New Cross rd, Surrey, Tobacconist. Sept 7 at 1 at offices of Moss and Son, Gracechurch st

Young, Samuel, Birmingham, Brushmaker. Sept 2 at 11 at offices of Foster, Bennett's hill, Birmingham

TUESDAY, Aug 25, 1874.

Agate, William, Southbridge Nursery, Croydon, Seedsman. Sept 2 at 3 at the Southbridge Arms, Southbridge lane, Croydon. Goatly

Batty, George, Pavement, Finsbury, Pickle Manufacturer. Sept 14 at 3 at offices of Lawrence and Co, Old Jewry chambers

Bennett, Edwin Pearen, Chipping Ongar, Essex, Baker. Sept 7 at 12 at the Mart, Tokenhouse yard. Duffield and Bruty, Tokenhouse yard

Bradford, George, Broadstairs, Kent, Publican. Sept 7 at 12 at 1, York st, Ramsgate. Edwards

Burgess, Thomas, Manchester, Carrier. Sept 10 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Tremewen, Manchester

Capstaff, Thomas, West Hartlepool, Durham, Grease Manufacturer. Sept 4 at 3 at the Royal Hotel, West Hartlepool. Tilley, Sunderland

Chalcraft, William Meddler, Southampton, Portsea, out of business. Sept 3 at 10 at offices of Wainscot, Union st, Portsea. Walker, Landport

Cleveland, John Edward, Edgbaston, Warwick, Coal Dealer. Sept 9 at 3 at offices of Rooke, Argyle chambers, Colmore row, Birmingham

Crabtree, James, Hurstwood, Lancashire, Farmer. Sept 10 at 3 at office of Boote and Edgar, George st, Manchester. Hartley, Burnley

Darlington, Thomas, Crewe, Cheshire, Greengrocer. Aug 31 at 11 at offices of Pointon, Market st, Crewe

Davis, Sophia, Newnham, Gloucester, Saddler. Sept 8 at 12 at the Bell Hotel, Gloucester. Wintle and Maule, Newnham

Dinenage, William Henry, Southampton, Innkeeper. Sept 5 at 3 at offices of Shutte, Portland st, Southampton

Farmer, Thomas Hutton, and William Brow, Nottingham, Bonnet shape Manufacturers. Sept 15 at 12 at offices of Towle and Gilbert, Low pavement, Nottingham

Finigan, John Joseph, Manchester, Builder. Sept 16 at 3 at the Clarence Hotel, Spring gardens, Manchester. Sutton and Elliott, Manchester

Fisher, Edward William, Blackburn terrace, Blue Anchor rd, Bermondsey, Cheesemonger. Sept 10 at 2 at offices of Saffery and Huntley, Tooley st, London Bridge

Floyd, Thomas, Graham st West, Coleshill st, Eaton-square, Job Master. Sept 1 at 11 at offices of Kisch and Co, Wellington st, Strand

Francis, George, Birmingham, out of business. Sept 18 at 11 at offices of Duke, Christ Church passage, Birmingham

French, Anthony, Leamington Priors, Warwick, Builder. Sept 4 at 2 at offices of Sanderson and Hassall, Dormer Villa, Lower Bedford st, Leamington Priors

Gill, John Edward, Wakefield, York, Boot Maker. Sept 5 at 11 at offices of Fernandes and Gill, Cross sq, Wakefield

Gore, Thomas, Junction terrace, Clapham Junction, Fish Dealer. Sept 4 at 11 at offices of Willis, St Martin's court, Leicester square

Green, William, Ince-in-Makerfield, Lancashire, Provision Dealer. Sept 9 at 11 at offices of Wall, Clarence chambers, Wallgate, Wigan

Greenwood, James Francis, Hanley, Stafford, Clothier. Sept 2 at 11 at the Copeland Arms, Stoke-upon-Trent. Shires, Leicester

Gullick, Jane, Brook st, Hanover square, Milliner. Sept 7 at 12 at offices of Foreman and Cooper, Gresham st. Mason, Gresham st

Hammond, Richard Holmes, King's rd, St Pancras, Licensed Victualler. Sept 4 at 2 at offices of Nethersole, New inn, Strand

Haslam, Mark, Stockport, Hat Manufacturer. Sept 11 at 3 at offices of Reddish and Lake, Bridge st, Stockport

Heptinstall, Elizabeth Anne, Wakefield, York, Milliner. Sept 9 at 3 at offices of Stewart and Son, Bank buildings, Westgate, Wakefield

Hicks, Henry Erskine, New Cross rd, Kent. Sept 3 at 2 at offices of Linklater and Co, Walbrook

Hodgson, James, and Nicholas Brown, Newcastle-upon-Tyne, Drapers. Sept 4 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Hopcraft, John, Lander terrace, Wood Green, Banker's Clerk. Sept 8 at 2 at offices of Naunton, St Swithin's lane

Horwood, Thomas, New Broad st, Solicitor. Sept 2 at 2 at the Masons' Hall Tavern, Masons' avenue, Coleman st. Lee, Gresham buildings, Basinghall st

Hossell, Mark, Kilnhurst, York, Shopkeeper. Sept 12 at 11 at the Coach and Horses Hotel, Barnsley. Freeman, Barnsley

Imer, Abel, Regent st, Tobacconist. Sept 4 at 3 at offices of Jarvis, Argyll st, Regent st

Kirkup, George, West Hartlepool, Durham, Draper. Sept 4 at 3 at the Royal Hotel, West Hartlepool. Tilley, Sunderland

Knowles, William, Castleford, York, Grocer. Sept 7 at 3 at the Commercial Hotel, Albion st, Leeds. Stocks and Nettleton

Lenanton, George, Kingston, Southampton, Solicitor's Clerk. Sept 8 at 12 at offices of Paice, Commercial rd, Landport. Walker, Landport

Levy, Harris, Commercial rd East, Clothier. Sept 7 at 2 at offices of Barnett, New Broad st

Lloyd, John, Tyn-y-Caeau, Ysceifwg, Flint, Farmer. Sept 7 at 11 at offices of Davies, Well st, Holywell

Lummis, Eliza, Albion rd, Woolwich, Grocer. Sept 5 at 11 at 79 Green's end, Woolwich. Hughes, Gresham buildings, Basinghall st

Mackel, Henry, Sunderland, Durham, Picture Frame Manufacturer. Sept 7 at 11 at offices of Graham and Graham, John st, Sunderland

Mackenzie, John Gordon, Taunton, Somerset, Travelling Draper. Sept 7 at 2 at offices of Parsons, Nicholas st, Bristol. Beckingham

Malkin, Frederick John, Walter Elwin Malkin, and Alfred George Collins, Winchester, Stationers. Sept 7 at 12 at offices of Lee and Best, Lincoln's-inn-fields

Manton, Matthew, Evendine, Hereford, Boot Maker. Sept 7 at 11 at offices of Piper, Court house, Ledbury

Marsh, William, Cheltenham, Gloucester, Licensed Victualler. Sept 7 at 2 at offices of Smith, Grosvenor place, Cheltenham

Morgan, Jeremiah, Tredegar, Monmouth, Tailor. Sept 9 at 3 at the Queen's Hotel, Newport. Shepard, Tredegar

Morton, James, and Thomas Edward Mallitt, Manchester, Packers. Sept 8 at 2 at the Clarence Hotel, Spring gardens, Manchester. Leigh, Manchester

Morton, James, Stockport, Cheshire, Ironfounder. Sept 4 at 12 at offices of Hibbert, Clarendon place, Hyde

Myer, Henry, Englefield rd, Islington, Diamond Dealer. Sept 3 at 2 at offices of Barnett, New Broad st

Ogden, George, Mossley, Lancashire, Grocer. Sept 9 at 3 at the Pitt and Nelson Hotel, Old st, Ashton-under-Lyne. Toy and Broadbent

Porter, Charles, Durham, Bookseller. Sept 7 at 6 at offices of Marshall and Folkard, Claypath, Durham. Chapman, Durham

Reeves, George William, Aldershot, Southampton, Coach Builder. Sept 2 at 2 at offices of Eve, Oxford Villa, Victoria rd, Aldershot

Rhodes, Richard, Otley, York, Tailor. Sept 9 at 2 at offices of Bond and Barwick, Albion place, Leeds

Richards, William, Treorky, Ystradyfodwg, Glamorgan, Draper. Sept 8 at 2 at offices of Rosser and Phillips, Canon st, Aberdare

Riley, James, Leicester, Boot Manufacturer. Sept 10 at 4 at offices of Shires, Market st, Leicester.

Robshaw, John, Dewsbury, York, Boot Maker. Sept 15 at 10.15 at offices of Scholes and Son, Leeds rd, Dewsbury

Savile, Arthur, Armley, Leeds, Book-keeper. Sept 4 at 11 at offices of Routh, Royal Insurance buildings, Park row, Leeds. Pullan

Shaw, Alfred, Dewsbury, York, Plasterer. Sept 8 at 2 at offices of Fryer, Church st, Dewsbury

Smith, Henry, Swansea, Glamorgan, Outfitter. Sept 9 at 3 at 3 Oxen st, Bristol. Clifton and Woodward, Swansea

Smith, Samuel, Southsea, Southampton, Lodging house Keeper. Sept 5 at 10 at offices of Paice, Commercial rd, Landport. Walker, Landport

Smith, William Charles, sen, Cooper's rd, Old Kent rd, Egg Importer. Sept 4 at 3 at 10 Trinity st, Southwark. Ody

Surridge, James Benjamin, Hill st, Peckham, House Decorator. Sept 3 at 1 at 35 Hatton Garden

Targett, Charles, New Compton st, St Giles-in-the-fields, Funeral Furnisher. Sept 5 at 1 at the Masons' Hall Tavern, Masons' avenue, Basinghall st

Thompson, Edward William John, and Walter Henry Thompson, Newington causeway, Surrey, Drapers. Sept 15 at 2 at the Guildhall Coffee house, Gresham st. Mason, Gresham st

Tomlin, Tom, Leicester, Machinist. Sept 10 at 4.30 at offices of Shires, Market st, Leicester

Trayford, John, Preston, Lancashire, Provision Dealer. Sept 8 at 3 at offices of Cuncliffe and Watson, Winckley st, Preston

Tripp, William, Lea Brooks, near Alfreton, Derby, Draper. Sept 5 at 2 at the George Hotel, Alfreton. Thurman, Alfreton

Walsh, Joseph, Otley, York, Tanner. Sept 4 at 2 at offices of Simpson and Burrell, Albion st

Ward, William, Brentwood, Essex, Licensed Victualler. Sept 9 at 12 at offices of Brown, Basinghall st

White, Edward, Hungerford rd, Camden Town, out of business. Sept 2 at 2 at offices of Girdwood, Verulam buildings, Gray's inn

Wilson, James, and William Wilson, Liversedge, York, Cloth Finishers. Sept 9 at 2 at offices of Armitage, Lord st, Huddersfield